SUPREME COURT OF THE UNITED STATES.

No. 264.

JOHN G. PHELPS, GEORGE BLISS, CHARLES G. LANDON, GEORGE A. WICKS, AND SPENCER W. COE, APP'TS,

vs.

JONAS G. JOHNSON, AMBROSE J. SELL, ISAAC KEYES, AND FRANKLIN PRIEST.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF ILLINOIS.

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1 UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

Pleas in the circuit court of the United States of America for the southern district of Illinois, in chancery, held at the city of Springfield, in said district, before the Hon. Samuel H. Treat, district judge of said district, and in the absence of the Hon. David Davis, one of the justices of the Supreme Court of the United States of America, *pro tempore* sole judge of said circuit court, on the 20th day of April, in the April special term of said court, in the year of our Lord one thousand eight hundred and sixty-three, and of our independence the eighty-seventh.

P. P. ENOS, *Clerk.*

2 JOHN J. PHELPS, GEORGE BLISS, CHARLES G. LANDON, GEORGE A. WICKS, and SPENCER W. COE,
vs.
JONAS G. JOHNSON, AMBROSE J. SELL, ISAAC KEYES, and FRANKLIN PRIEST. } In chancery.

Be it remembered, that heretofore, to wit, on the twentieth day of November in the year of our Lord one thousand eight hundred and sixty-one, come John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe, complainants, by John J. McKinnon, esq., their solicitor, and filed in the office of the clerk of the circuit court of the United States of America for the southern district of Illinois their bond for costs and bill of complaint against Jonas G. Johnson, Ambrose J. Sell, Isaac Keyes, and Franklin Priest, defendants, which said bond for costs and bill of complaint are in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

Circuit court.—Term, A. D. 185–.

3 JOHN J. PHELPS *et al.*
vs.
JONAS G. JOHNSON *et al.* } In chancery.

I enter myself security for costs in this cause, and promise to pay all costs which may accrue to the opposite party in this action, or to any of the officers of this court; and in default of payment by the plaintiff of any costs ordered or adjudged to be paid by them, hereby agree and stipulate that execution may issue against my property for any costs taxed against ———.

Dated this 18th day of November, A. D. 1861.

E. S. SMITH.
HAY & CULLOM.

Endorsed: Filed this twentieth day of November, A. D. 1861.
P. P. ENOS, *Clerk.*

UNITED STATES OF AMERICA:

Circuit court of the United States for the seventh circuit and southern district of Illinois.—In chancery sitting.

SOUTHERN DISTRICT OF ILLINOIS, *ss:*

4 To the judge of the circuit court of the United States for the seventh circuit and southern district of Illinois:

John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe, who are citizens of the State of New York, bring this their

bill against Jonas G. Johnson, Ambrose J. Sell, and Isaac Keyes, of the city of Springfield, and Franklin Priest, of the city of Decatur, and all of which said defendants are citizens of the State of Illinois, and residing in said district aforesaid; and therefore your orators complain and say, that heretofore, to wit, in the term of January, in the year of our Lord one thousand eight hundred and sixty, in the circuit court of the United States for the seventh circuit and southern district of Illinois, by the consideration and judgment of said court, your orators and one William J. Peake, also a citizen of the State of New York, recovered against said Jonas G. Johnson and Ambrose J. Sell, defendants in this suit, the sum of twenty-five hundred and seven dollars and sixty-six cents for the damage which they had sustained, as well by reason of the non-performance of certain promises and undertakings, as for the costs and
5 charges of your orators and the said William J. Peake by them about their suit in that behalf expended, which were adjudged to your orators and the said Peake in and by the said court, whereof the said Jonas G. Johnson and Ambrose J. Sell were convicted, as by the record of the said judgment in the office of the clerk of said court, reference being thereto had, and to which, for greater certainty, your orators pray leave to refer, will more fully and at large appear.

And your orators further show unto your honor that the said judgment, so recovered in manner aforesaid, remaining in full force and effect, and the costs and damages aforesaid unpaid and unsatisfied, your orators and the said Peake, on or about the seventeenth day of February, in the year of our Lord one thousand eight hundred and sixty, for the purpose of obtaining satisfaction of the said judgment, sued and prosecuted out of the said court a writ of the people, called a fieri facias, directed to the United States marshal for the southern district of Illinois, that being the district in which said defendants resided at the time of the issuing of said writ; by which said writ the said mar-
6 shal was commanded that, of the goods, chattels, lands, and tenements of Jonas G. Johnson and Ambrose J. Sell, defendants, in your district, you cause to be made the sum of twenty-five hundred and seven dollars and sixty-six cents, which your orators and the said Peake in the said circuit court recovered against the said defendants, Jonas G. Johnson and Ambrose J. Sell, and that he should have the money at the clerk's office of said court, at Chicago, in said district, in ninety days from the date thereof, to satisfy the judgment so recovered by your orators and the said William J. Peake, as aforesaid; and that he should have then and there that writ.

And your orators further show unto your honor that the said writ of fieri facias, before the delivery thereof to the said marshal of the said district aforesaid, was duly endorsed, and was afterwards, and on or about the seventeenth day of February, in the year of our Lord one thousand eight hundred and sixty, delivered to the said marshal to be executed in due form of law.

And your orators further show unto your honor that the said marshal
7 of the said district aforesaid, on the sixteenth day of May, in the year of our Lord one thousand eight hundred and sixty, returned on the said writ to him in that behalf directed and delivered, as aforesaid, in substance, that he had been unable to collect the money, as commanded by the said execution, or find property whereon to make said levy, and had returned the same wholly unsatisfied; to which execution and the return thereon, for greater certainty, your orators beg leave to refer, as by the said writ of fieri facias and the directions, and the return of the said marshal endorsed thereon as aforesaid, filed in the office of the clerk of the said circuit court, on the day and year last mentioned, will more fully appear; and to which, or a copy thereof, your orators pray leave to refer.

And your orators further show unto your honor that the said judgment still remains in full force and effect, not reversed or satisfied, or otherwise vacated;

and that the said Jonas G. Johnson and Ambrose J. Sell have not paid the same to your orators or to the said Peake, but have hitherto wholly neglected and refused so to do.

8 And your orators further show unto your honor that there is now actually and equitably due to your orators upon the aforesaid judgment the sum of twenty-five hundred and seven dollars and sixty-six cents, together with the interest thereon from the sixth day of January, one thousand eight hundred and sixty, over and above all claims of said defendants by the way of set off, or otherwise.

And your orators further show unto your honor that the said William J. Peake has transferred and released all of his interest in and to the judgment aforesaid to your orators, the said complainants in this suit.

And your orators further show unto your honor that, on or about the tenth day of December, and before that time, in the year of our Lord one thousand eight hundred and fifty-nine, the said defendants, Jonas G. Johnson and Ambrose J. Sell, (under the firm and style of Johnson & Sell,) were engaged in the mercantile business at the city of Springfield, in the district aforesaid, and that your orators are informed and believe that in the course of the said mercantile business of the said defendants, Johnson & Sell, divers persons became indebted to them to a large amount, and that the said defendants last named, at

9 the time of filing this, your orators' bill of complaint, have debts due to them, and for which they hold divers securities and evidences to a large amount, and have divers goods, wares and merchandise, and other articles of personal property which belong to them, or in which they are in some way or manner beneficially interested; and that they have equitable interests and things in action of some nature or kind, which might and ought to be applied to the payment of your orators' said judgment against them, the said defendants, Johnson & Sell.

And your orators also charge that the said defendants, Johnson & Sell, are, or one of them is, the owner of, or in some way or manner beneficially interested in some real estate in this or some other State or some chattels real of some name or kind; or some contract or agreement relating to real estate; or the rents, issues and profits of some real estate; and also that the said defendants last named are, or one of them is, the owner of, or in some way beneficially interested in the stock of some company incorporated or unincorporated, or in the profits of some company or copartnership; and also that they have in their

10 possession, at the time of filing this your orators' bill of complaint, some money in coin or bank bills; or that they have, or one of them has, money deposited in some bank, or elsewhere, to their or his credit; or that they have money, or securities for the payment of money, held by some other person in trust or otherwise for their benefit.

And if the said defendants, Jonas G. Johnson and Ambrose J. Sell, have made any sale, assignment or transfer of their property or effects, or any part thereof, your orators expressly charge that they believe such sale, assignment or transfer is merely colorable, and made with a view of protecting the property or effects of said defendants, Johnson & Sell, so assigned, and placing the same beyond the reach of your orators' said judgment, and enabling the said defendants, Johnson and Sell, to control and enjoy the same, and the avails thereof; or to hinder and delay your orators in the collection of their debt now in judgment as aforesaid; and that so it would appear, if the said defendants, Jonas G. Johnson, Ambrose J. Sell and Isaac Keyes, would state and set forth where and to whom such sale, transfer or assignment was made, and what was

11 the amount in value of the property or effects so sold, assigned or transferred, and what were the terms upon which such sale, transfer or assignment was made, and what disposition has been made of the property or effects so sold, assigned or transferred, and in whose possession the same

now is, or what has been done with the avails thereof. And your orators claim a full and complete discovery of all such property, effects and things in action, belonging to the said defendants, Johnson and Sell, or to either of them, and of all trusts whereby any property, debts or effects are held for the use or benefit of the said defendant last named, and of every sale, assignment or transfer which the said defendants last named have made of their property, debts or other effects, and of the person or persons to whom such sale, assignment or transfer has been made; the amount and value of the property, debts or other effects so sold, assigned or transferred; and the trusts and other conditions upon which such sale, assignment or transfer was made, and all the facts and circumstances relating thereto; and particularly what is the situation of the property, debts or other effects sold, assigned or transferred at the time of filing this your orators' bill of complaint.

12 And your orators further show unto your honor that they have reason to believe, and do believe, that the said defendants last named have property and other equitable interest, things in action or effects, of the value of more than five hundred dollars, exclusive of all prior first claims thereon, and which your orators have been unable to reach by execution on said judgment against the said defendants last named; and that this your orators bill of complaint is not exhibited by collusion with the said defendants, or with any other person, or for the purpose of protecting the property or effects of said defendants, Johnson & Sell, against the claims of other creditors, but for the sole purpose of compelling payment and satisfaction of the judgment so as aforesaid recovered by your orators against the said defendants.

And your orators further show unto your honor that the said defendants, Johnson & Sell, made an assignment of certain property and effects to the defendant Keyes, in writing, for the benefit of creditors, as they pretend, and that the said instrument of writing is dated the thirteenth day of December,

13 eighteen hundred and fifty-nine, and that said assignment is fraudulent and void as against your orators for the reason that by its terms the said defendant, Isaac Keyes, was authorized to sell and dispose of the assigned property, at public auction or at private sale, as to him might seem most advisable.

And your orators further show unto your honor that they are advised, and so charge the fact to be, that the said defendants, Johnson & Sell, before the making of said assignment, were merchants, doing a general trade at Springfield, in the State of Illinois, and were in embarrassed circumstances and unable to pay their debts when due; and for some purpose unknown to your orators they made a transfer of their entire stock of goods and merchandise to Franklin Priest, and took real estate therefor, and that by such transfer for real estate the said defendants greatly hindered and delayed their creditors in the collection of their debts against them, and that your orators charge said sale and transfer for real estate to have been so made for the purpose and with the intent to hinder and delay your orators in the collection of their said debt against said Johnson and Sell.

14 And your orators further show unto your honor that the said defendant, Franklin Priest, of Decatur, Illinois, to whom the said goods and merchandise had been so transferred, was then acquainted with the circumstances of the defendants, Johnson & Sell, and that he then well knew their condition, and that they were in debt and unable to pay their debt; and that your orators believe said defendant, Franklin Priest, then well knew that they, Johnson and Sell, were in failing circumstances, and that the sale and transfer of said goods in the manner aforesaid, and for real estate, was made for the purpose of hindering your orators from the collection of their debt, and for the purpose of enabling the said defendants, Johnson & Sell, or one of them, to control the effects, and to give them, or one of them, a benefit in some

way, and that it would so appear should the said defendants state and set forth fully all the facts connected with the transaction, transfer, sale and assignment, and the proceedings of all the defendants since the said transfer of said goods and merchandise. And your orators also charge, upon information and belief, that the said several transfers of property so made by Johnson & Sell were in fact made for the purpose of hindering and delaying your orators in the collection of their said debt.

15 And your orators well hoped that the said defendants, Johnson & Sell would have paid to your orators the amount due them on said judgment, or would have applied for that purpose any property, money, debts, or other equitable interests or things in action belonging to them, or in which they are in any way interested, as in equity and good conscience they ought to have done.

But now so it is, may it please your honor, that the said defendants, combining and confederating together, and with divers other persons to your orators unknown, but whose names, when discovered, they pray may be inserted herein with proper and apt words to charge them, and contriving how to injure and defraud your orators in the premises, neglect or refuse to pay the amount so due to your orators on their said judgment, or to apply for that purpose any property, money, debts, or other equitable interests or things in action belonging to the said defendants, Johnson & Sell, and for reason whereof the said defendants set up a variety of unfounded pretences. All which actings, doings, neglects, and pretences, are contrary to equity and good conscience, and

16 tend to the manifest wrong and injury of your orators in the premises.

In tender consideration thereof, and for as much as your orators are remediless in the premises, at and by the direct and strict rules of the common law, and cannot have adequate relief, save in a court of equity, where matters of this and a similar nature are properly cognizable and relievable: to the end, therefore, that the said defendants may, if they can, show why your orators should not have the relief hereby prayed, and may upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to all and singular the matters and things hereinbefore stated and charged, and particularly to such of the several interrogatories hereinafter numbered and set forth, as by the note hereunder written they are required to answer; that is to say, the said defendants may fully set forth and discover according to the best of their knowledge, remembrance, information and belief, the nature and situation, amount and value of all the property, interest, and effects of the said defendants, Johnson & Sell,

17 including all things in action of whatever nature or kind, with all the particulars relating thereto, and that they may answer and state whether, at the time of filing this your orators' bill of complaint, they the said defendants, Johnson & Sell, have not debts due to them to a considerable amount; and if so, that they may state particularly the amount of such debts respectively, and from whom the same are due, and what security is held therefor; and also, that they may state which and what amount of said debts are good and collectable, and what amount bad or doubtful, and whether at the time of filing this your orators' bill of complaint they have not some property, real or personal, in law or equity, belonging to them, or held in trust for them, or in which they have some beneficial interest of some kind or description; and if so, that they may state and set forth a full, true, and particular account thereof, and the nature and value of their interest therein; and that they may also state whether they have not money of some kind in their possession, or under their control, or deposited to their credit, or for their use, or in some way or manner held for their use and benefit; and if so, that they may state and set forth

18 particularly the amount thereof, and how, and by whom, the same is

held; and that they may also state whether they have any other equitable interest or thing in action, or other means belonging to them, or in which they are in any way interested, whereby they could pay any part of the amount so as aforesaid due to your orators upon the said judgment against them, the said defendants, Johnson & Sell.

And if the said defendants last named have made any sale, assignment or transfer of their property and effects, or any part thereof, that then the said defendants may state and set forth, each for himself, jointly or separately, generally, but not in items, what property or effects have been so sold, assigned or transferred, and the value thereof, and particularly when and to whom, and for what purpose, and upon what terms and conditions such sale, assignment or transfer was made, and what has been done under such sale, assignment or transfer, and what has been done with the property or effects so sold, assigned, or transferred, and the avails thereof. And that the said defendants may specially state or set forth, each for himself, jointly or separately, full and true answers and statements showing the amount and value of the property so transferred to said defendant Priest by said Johnson & Sell, and also
19 the amount and the value of all the real estate so received by said Johnson in said transaction; also the property assigned to said Keyes, as stated in this bill of complaint; and that each and every statement may be as full and as particularly set forth as though each defendant were specially interrogated thereto; and that your orators may have an order and be permitted to examine each defendant orally before one of the masters of this court touching all matters and things relating to the transfer of property, the assignment, and the proceedings since the transfer, and all matters set forth in this bill. And that the defendants, or some of them, may be decreed to pay your orator the amount so as aforesaid due to them for principal and interest on their said judgment, together with your orators' costs and charges in this behalf sustained; and may be decreed to apply for that purpose any money or property, real or personal, in law or equity, debts, choses in action, or equitable interests, belonging to said defendants, Johnson & Sell, or held in trust for them, or in which they are in any way or manner beneficially interested; and that the said defendant may be enjoined and restrained from selling, assigning, transferring,
20 delivering, negotiating, discharging, receiving, collecting, incumbering, or in any way or manner disposing of, or intermeddling with, any debts or demands due to said Johnson & Sell, or to either of them, or any bills, bonds, notes, drafts, checks, book accounts, mortgages, judgments, or other debts due to them, or either of them, whether in their possession or held by some other person in trust for them, or to their use and benefit; and also, from selling, assigning, or transferring, or in any manner incumbering or disposing of, or intermeddling with, any money in coin, bank bills, drafts, or checks belonging to said Johnson & Sell, or to either of them, whether in their possession or held by any person in trust for their use or benefit, or any stock or interest in any private or incorporated company, or any property, real or personal, things in action, or chattels real held by them, or by any other person for them, or in which they have any interest whatever, except when such trust has been created by, or the fund so held in trust has proceeded from, some person other than the said defendants, Johnson & Sell.

And that the said defendants last named may also be in like manner prohibited from making any assignment of their property, and from confessing any judgment for the purpose of giving preference to any other creditor
21 over your orators, and from doing any other act to enable other creditors to obtain their property. And that a receiver may be appointed according to the course of practice of this court, and with the usual powers of receivers in like cases, of all the property, equitable interests, things in action, and effects of the said defendants, Johnson & Sell, or that your orators may have

such further or such other relief in the premises as the nature of their case shall require, and as shall be agreeable to equity and good conscience.

May it please your honor to grant unto your orators the people's writ of injunction, issuing out of and under the seal of this honorable court, to be directed to the said defendants, Jonas G. Johnson, Ambrose J. Sell, and Isaac Keyes, and Franklin Priest, and to their counsellors, attorneys, solicitors, trustees, and agents, therein and thereby commanding, and strictly enjoining the said defendant, and the persons before mentioned, in manner aforesaid.

And may it please your honor to grant unto your orators the people's writ of subpœna, issuing out of and under the seal of this honorable court, to be
22 directed to the said defendants, Jonas G. Johnson, Ambrose J. Sell, Isaac Keyes, and Franklin Priest, therein and thereby commanding them, and each of them, on a certain day and under a certain penalty, to be therein inserted, that they personally be and appear before the judges of the circuit court of the United States for the seventh circuit and southern district of Illinois, at the court-room in the city of Springfield, then and there to answer all and singular the premises, and to stand to and abide by and perform such order and decree therein as to your honor shall seem agreeable to equity and good conscience. And your orators will ever pray, &c.

JOHN J. PHELPS.
GEORGE BLISS.
CHARLES G. LANDON.
GEORGE A. WICKS.
SPENCER W. COE.
JOHN J. McKINNON, *Solicitor.*

JOHN J. McKINNON,
Of Counsel for Compl'ts.
E. S. SMITH, *of Counsel.*

UNITED STATES OF AMERICA,
District of Illinois, Cook County, ss:

On this twenty-ninth day of October, one thousand eight hundred and sixty-one, personally came before me William J. Peake, who, being duly sworn,
23 saith that he is agent in this behalf for the complainants in this bill, and has heard the foregoing bill of complaint read, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters and things therein stated upon information and belief, and as to these matters he believes it to be true.

WM. J. PEAKE.

[SEAL.] Subscribed and sworn to before me this 29th day of October, 1861.
MILES ALMY,
Notary Public.

Endorsed: Filed Nov. 20, 1861.

P. P. ENOS, *Cl'k.*

Whereupon a writ of subpœna was issued against the said defendants as prayed for, directed to the marshal of the southern district of Illinois to execute; which said writ, together with the return of the marshal thereon, is in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

The United States of America to the marshal of the southern district of Illinois, greeting:

24 We recommend you that you subpœna Jonas G. Johnson, Ambrose J. Sell, Isaac Keyes, and Franklin Priest, if they be found in your dis-

trict, to be and appear before our judges of our circuit court of the United States of America for the southern district of Illinois, at Springfield, in said district, on the first Monday in the month of January next, to answer the bill of complaint of John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe, this day filed in the clerk's office of said court, in said city of Springfield, then and there to receive and abide by such judgment and decree as shall then or thereafter be made, upon pain of judgment being pronounced against them by default.

Witness the Hon. Roger B. Taney, chief justice of the Supreme Court of the United States of America, at Springfield aforesaid, this twentieth day [SEAL.] of November, in the year of our Lord one thousand eight hundred and sixty-one, and of our independence the eighty-sixth year.

P. P. ENOS, *Clerk.*

25 *Memorandum.*—The within named defendants are notified that unless they be and appear as within commanded, enter their appearance in the clerk's office of said court, at Springfield aforesaid, on or before the day to which this writ is returnable, the complainants' bill will be taken *pro confesso* as against them, and decree entered accordingly.

P. P. ENOS, *Clerk.*

Executed this writ by delivering true copies of the same to the within named Isaac Keys and Ambrose J. Sell, on the 20th day of November, A. D. 1861, and on the within named Franklin Priest, by delivering to him a true copy of the same on the 20th day of November, A. D. 1861. The within named Jonas G. Johnson not found.

D. L. PHILLIPS, *U. S. M.*
Per E. C. MATHENY, *Deputy.*

Nov. 22, 1861.

Endorsed: Filed Nov. 22, A. D. 1861.

P. P. ENOS, *Clerk.*

And afterwards, to wit, on the sixth day of January, in the year of our Lord one thousand eight hundred and sixty-two, came the defendants, Am-
26 brose J. Sell, Isaac Keyes, and Franklin Priest, by Messrs. Stuart, Edwards and Brown, their solicitors, and entered their appearance in this cause.

And afterwards, to wit, on the third day of February, in the January term of said court, in the year last aforesaid, the following proceedings were had in said court, in said entitled cause, and entered of record, to wit:

JOHN J. PHELPS *et al.*
vs. } In chancery.
JONAS G. JOHNSON *et al.*

On motion of the defendants, by their solicitors, leave is granted them by the court to answer herein by the first Monday of March next.

And afterwards, to wit, on the third day of March, in the year last aforesaid, came again the defendants, Isaac Keyes and Ambrose J. Sell, by Messrs. Stuart, Edwards and Brown, their solicitors, and filed in the office of the clerk of said court their answers in said entitled cause; which said answers, together with the exhibits therein referred to and filed therewith, are in the words and figures following, to wit:

27 The answer of Isaac Keyes to a bill in chancery filed in the circuit court of the United States for the southern district of Illinois, in which John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe are complainants, and the said defendant and Ambrose J. Sell,

Jonas G. Johnson, and Franklin Priest are defendants; said defendant Isaac Keyes, saving, reserving, &c., for answer to so much of said bill of complainants as he is advised it is necessary for him to answer, answering, says:

That he is informed and believes that said complainants recovered judgment in the circuit court of the United States for the southern district of Illinois in the manner, and form, and for the amount, and that execution was issued thereon, and such subsequent proceedings were had thereunder as are stated, and in the manner and form and at the times stated in said bill; but as the information of this defendant is not certain in relation thereto, he neither admits or denies the allegations of said bill as relating to said judgment and subsequent proceedings thereunder, but calls for strict proof in relation thereto.

28 This defendant, further answering, says that it is true, as stated in said bill, the said Johnson & Sell made an assignment, as stated in said bill, dated the 13th of December, 1859, and this defendant files herewith, as a part of this his answer, a certified copy of said deed of assignment, marked "A." This defendant denies all fraud on his part, or any knowledge on his part of any fraud on the part of others, in the making or accepting said assignment; but, on the contrary, he charges and asserts that said assignment was accepted by him in good faith.

This defendant files herewith Exhibit "B," which he prays may be taken as a part of this his answer. This defendant, answering, says and charges that said Exhibit "B" contains a full, true, and perfect account of all his actings and doings as assignee by virtue of said assignment, and is a true, full, and perfect schedule and statement of all the real estate and personal property, money, notes, accounts, claims or demands belonging to said Johnson & Sell, or either of them, and which came to the possession or control of this respondent

29 under and by virtue of said assignment, and gives a full, true, and perfect account of the disposition which this respondent has made of all such real estate, personal property, money, notes, accounts, claims or demands; and this respondent refers to said Exhibit "B" for an answer in detail to all the allegations, charges and questions set forth in said bill not otherwise answered herein.

This respondent, further answering, says that he knows nothing, of his own knowledge, of the sale of stock of goods by the said Johnson & Sell to Franklin Priest; has heard that such a sale took place, and believes, from all he has heard in relation thereto, that it was made in good faith.

This respondent, further answering, says that he knows of no other real estate, personal property of any description whatever, money, accounts, demands, claims, or claim of any kind or description whatever, belonging to the said Johnson & Sell, or either of them, other than what is specified and set forth in said Exhibit "B," at any time since or at the time of making said assignment; and he refers to said Exhibit "B" for a full answer to all the questions of

30 said bill, and as containing all the knowledge this respondent has as to all the property, real or personal, of the said Johnson & Sell, or either of them, at the time or since the making of said assignment.

And now the said Keys having fully answered, he prays to be dismissed with his costs, &c.,

ISAAC KEYS.

Subscribed and sworn to before me this 3d day of March, A. D. 1862.

P. P. ENOS, *Clerk*.

Endorsed: Filed March 3, 1862.

P. P. ENOS, *Clk*.

Exhibit "A" referred to in answer of Isaac Keys.

This indenture, made and entered into this thirteenth day of December, A. D. 1859, between Jonas G. Johnson and Ambrose J. Sell, late merchants and partners trading under the name and firm of Johnson & Sell, of the city of Springfield, county of Sangamon, and State of Illinois, of the first part, and Isaac Keys, of the same place, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of one dollar, to them in hand paid, and
31 for the further causes and considerations hereinafter mentioned, have given, granted, bargained and sold, and by these presents do give, grant, bargain and sell, unto the said party of the second part, and to his successors, and to the heirs and assigns of said successors aforesaid, the following real estate, to wit: The west half of lots one and two (1 and 2) of the northwest quarter of section No. one (1,) township No. twenty-seven (27) north, range No. eleven west, containing eighty and $\frac{81}{100}$ acres, more or less, in the county of Iroquois, Illinois.

The northwest quarter of the northeast quarter of section No. thirty (30,) township No. seventeen (17) north, range one (1) west, of the third principal meridian, containing forty acres, more or less, in the county of Sangamon, Illinois.

The southwest quarter of the northwest quarter of section No. twenty-two (22,) in township No. sixteen (16) north, range two (2) east, of the third principal meridian; the west half of the northeast quarter of section No. twenty-five (25,) and the northeast quarter of the northeast quarter of section No. twenty-six (26,) all in the township and range aforesaid, in Macon county, Illinois.

Lot No. four (4,) in block No. two (2,) of Franklin Priest's resurvey of
32 lots five (5) and six (6,) and seven (7,) in block No. two (2,) of the town of Decatur, Macon county, Illinois.

About twenty lots in the town of Girard, Macoupin county, Illinois, the deed for which Thomas Lewis is to execute to the said Isaac Keys.

Lots No. one (1) and two (2,) in block No. four (4,) in E. Iles's addition to the town, now city of Springfield; which two last lots are encumbered by mortgage or deed of trust to W. W. Watson for about twenty-five hundred dollars.

The south half of the northwest fractional quarter, and the northeast quarter of the southwest quarter of section No. two (2,) in township No. eighteen (18) north, of range No. nine (9) west, of the third principal meridian, 118 $\frac{07}{100}$ acres, in the county of Cass, and encumbered by mortgage made by James M. Nye and wife.

The east half of the northwest quarter of section No. three (3,) township fourteen (14) north, range two (2) west, of the third principal meridian, containing eighty $\frac{22}{100}$ acres, in Christian county, Illinois, encumbered by mortgage or deed of trust to W. W. Watson for about twelve hundred dollars.

One steam saw-mill engine, and all the fixtures pertaining thereto.

33 And we do furthermore bargain, sell, transfer, and assign to the said party of the second part all the debts due to us, whether by note, bond, book account, or otherwise, of every kind, nature or description, whether due to us as a firm, or either of us as individuals, and the right to keep, retain, and use all the books of accounts of our said firm for the purpose of collecting said debts.

To have and to hold the said real estate, and all said debts due to us, to the said party of the second part, and to his heirs and assigns forever, in trust; nevertheless, and on the following conditions, to wit: that the said party of the second part shall proceed with all reasonable despatch to sell and convey said real estate, either at public auction or at private sale, as to him may seem most advisable; and shall proceed to collect all the debts and claims due to us, the party of the first part, or either of us, and hereby assigned and transferred to him,

and out of the proceeds thereof shall pay, first, the reasonable expenses of executing this trust.

Secondly. He shall pay the following debts, to wit:

34	To Springfield Marine & Fire Insurance Company, signed by Johnson & Sell, Wm. Wardall, Mason Brayman, and Isaac Keys	$1,000 00
	To Gideon Brainard, signed by Johnson & Sell and W. W. Watson,	700 00
	To A. G. Herndon, signed by Johnson & Sell, Isaac Keys, and Allen Miller	500 00
	To John Luster, signed by Johnson & Sell and W. W. Watson and others	500 00
	To T. L. Morgan, signed by Johnson & Sell, R. Coon & Brother, and others	500 00
	To Mrs. Jane Pierce, signed by Johnson & Sell and Isaac Keys	100 00
	To Cyrus Buckman, signed by R. Coon & Bro., about	157 50
	To R. Coon & Brother, note, about	257 30
	" H. Cooley, note, about	65 43
	" Mrs. Walker, note	43 00
	" Isaac Keys, note, about	338 37
	" James Keys, " "	360 90
	" A. G. Herndon	100 00
	" L. B. Adams, fees, about	60 00

together with all interest due, and to become due, on said debts. And he shall also pay all notes and debts for which the said Isaac Keys, James Keys, or Allen Miller are bound as our security, either as signers of bonds, notes, endorsers or acceptors of bills or notes; and shall also indemnify said Isaac Keys,
35 James Keys, and Allen Miller from all loss or damage on account of their, or either of their, endorsement made at our request, to any person or persons, firm or corporation, on any notes, bonds, bill, or acceptances of every description, for us as a firm, or individually.

After all the debts hereinbefore mentioned and described are paid in full, said party of the second part shall, out of the proceeds, pay, thirdly, the following debts, to wit:

To John Moore, note	$100 00
" Solomon Allen, note, about	370 00
" M. O. Reeves, money borrowed	75 00
" C. G. French, note	35 00
" Alfred Van Daren, note, balance	334 27
" Noah W. Matheny	15 00
" Milton Hay	25 00
" R. F. Ruth	10 00

together with all interest due, and to become due, on said debts. And after the payment of all which debts, he shall pay out of the remaining proceeds, fourthly, the following debts, to wit:

To T. J. Carter, endorsed by R. Coon & Brother	$500 00
" L. C. Boynton, note, about	462 00
" Gideon Tripp, "	175 00
" Russell Watts, "	175 00
" Johnson McCague "	70 22
To Lewis Johnson, "	110 00
36 To Oramel Clark, about	268 31
" Reuben Coon & Brother, about	99 31

To J. F. Amos,	about		$100 00
" C. Gardner,	"		150 00
" John Williams,	"		65 55
" J. Thayer & Co.,	"		50 00
" A. M. Gregory,	"		60 00
" J. A. Mason,	"		175 00
" Alfred Van Dasen,	"		375 00
" John Martin,	"		500 00
" John Fenner,	"		20 00
" Archibald Van Dasen,	"		800 00

together with all the interest due, and to become due, on said debts. After the payment of the debts hereinbefore mentioned and described are paid, the said party of the second part shall, out of the proceeds remaining shall, fifthly, pay the following debts, to wit:

To Johnson, Byrne & Johnson, of N. Y., about		$318 40
" " " " "		395 73
" " " " "		265 90
" Von Phul, Waters & Co., of St. Louis		377 00

together with all interest due, and to become due, on said debts.

And lastly, after all the foregoing debts are fully paid, then he is, as far as the remaining proceeds may be sufficient, to pay all debts due from the
37 party of the first part, which may be presented to the party of the second part for payment, which are as follows, to wit:

To Phelps, Bliss & Co.,	about	$500 00
" " "	"	1,929 52
" " "	"	935 38
" Bowen, Holmes & Co.,	"	947 38
" " "	"	210 18
" E. Lambert & Co.,	"	215 00
" Wm. Lee & Co.,	"	384 29
" Reed & Bro.,	"	170 81
" "	"	129 40
" Claflin, Miller & Co.,	"	559 44
" Bruff, Bro. & Simm,	"	107 72
" " "	"	174 32
" Benedict, Hall & Co.,	"	821 80
" A. Young & Hoglen,	"	454 12
" " "	"	342 37
" " "	"	237 25
" Samuel Cochran & Co.,	"	280 32
" " "	"	282 62
" Dana, Farrer & Hyde,	"	541 92
" " "	"	292 10
" Norcross, Mellon & Co.,	"	226 08
" " "	"	80 19
" Sweetser, Gookin & Co.,	"	525 00
" Jewett, Tibbetts & Co.,	"	739 18
" " "	"	630 65
To Cushing, Perce & Co,	about	621 79
38 " Dalton, Forbes & Co.,	"	111 56
" " "	"	463 04
To Plimpton, Stephen & Co.,	about	131 55

"	Hoffman & Brothers,	"	$66 00
"	Wormer, Chuser & Co.,	"	92 12
"	Goodrich, Willard & Co.,	"	228 00
"	E. J. Gay & Co.,	"	209 00
"	S. C. Davis,	"	219 42
"	C. R. Stender & Co.,	"	364 42
"	J. P. Thompson,	"	28 20
"	E. Tuttle,	"	29 00
"	David Pierce,	"	14 50
"	John Walgamot,	"	1,300 00

together with all other debts due by said firm not herein named to be included in this last class. The said debts to be paid in the classes they are here set forth out of the proceeds—the first class being first paid, and so on; and if not sufficient to pay in full, and in that event, then a pro rata distribution to be made with the class that it does not pay in full

In testimony of all of which, the said party of the first part have hereunto set their hands and seals the day and year first above written.

J. G. JOHNSON. [SEAL.]
A. J. SELL. [SEAL.]

39 And the said Ambrose J. Sell, for and in consideration of the sum of one dollar to him in hand paid, and for the further causes and consideration hereinafter mentioned, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, and sell unto Isaac Keys, and to his successors, and to the heirs and assigns of his succesSors, the following real estate, to wit: The northwest quarter of section twenty-one, (21,) township fourteen (14) north, range one (1) west, of the third principal meridian, containing one hundred and sixty acres, in Chester county, Illinois, which is incumbered by mortgage to Emily Van Meter for two hundred dollars.

To have and to hold the said tract of land to the said Isaac Keys, and to his heirs and assigns forever, in trust, nevertheless, and on the following conditions, to wit: that the said Isaac Keys shall proceed with all reasonable despatch to sell and convey said tract of land, either at public auction or at private sale, as to him may seem most advisable; and out of the proceeds thereof, after paying the incumbrance thereon, shall pay, first, a debt on account due by Johnson & Sell to H. M. Armstrong & Co., for $56 75; and after the payment of the
40 above debt and the incumbrance aforesaid, he shall apply the balance of the proceeds to the payment of the debts set forth in the foregoing assignment of Johnson & Sell, applying the same in the order that they are there set forth.

In testimony whereof, I have hereunto set my hand and seal this 13th day of Dec'r, 1859.

A. J. SELL. [SEAL.]

The words "about twenty-five hundred dollars," between the 3d and 4th line from the bottom of the second page, interlined; the 6th, 7th, 8th, and 9th lines from top of 3d page erased; the words "W. W. Watson," on 4th from bottom of page 4, and the words "Johnson & Sell," and between 2d and 3d line from bottom of page 4, interlined; the word "bonds," between 14th and 15th line from top of 5th page, interlined; the 7th line of page 6 erased; the words "fourthly," between 17th and 18th line from top of page 6, interlined; the word "being," on the 18th line from top of page 6, erased; the 19th line from top, same page, erased, except the words "to wit;" the words "being," "J. C. Bulpit," "note," on the 20th line from top of page 6, erased, and the words

"endorsed by R. Coon & Brother," between 19th and 20th line from top of page 6, interlined; the 21st line from top of same page erased, except the
41 figures "500;" the word "proceeds," on the 5th line from top of page 8, erased. All of the above erasures and interlineations were made before signing.

L. B. ADAMS.

STATE OF ILLINOIS,
Sangamon county, ss:

Before me, the undersigned, a notary public in and for the city of Springfield and State aforesaid, personally came Jonas G. Johnson and Ambrose J. Sell, to me known to be the real persons by whom and in whose names the foregoing assignments are executed, and by whom and in whose names the same is proposed to be acknowledged, who then severally acknowledged that they signed and executed the said assignments, for the uses and purposes therein set forth.

[SEAL.] Given under my hand and seal notarial this 13th day of December, A. D. 1859.

L. B. ADAMS, *Notary Public.*

42 RECORDER'S OFFICE,
City of Springfield, December 23d, 1859.

STATE OF ILLINOIS,
Sagamon county, ss:

I, Presco Wright, clerk of the circuit court within and for the county aforesaid, and ex officio recorder of deeds, mortgages, and other instruments of writing, &c., &c., do hereby certify that the within and foregoing is a true and perfect copy, as appears to me of record in my office, in book No. 8, of mortgages, pages 435 to 440.

[SEAL.] Given under my hand and seal of office, at Springfield, this 23d day of December, 1859.

PRESCO WRIGHT, *Clerk.*

Filed March 3d, 1862.

P. P. ENOS, *Clerk.*

Exhibit "B" referred to in answer of Isaac Keys.
Statement of the affairs of Johnson & Sell.

ISAAC KEYS, *Assignee.*

Summary.—Assets.

Bills receivable		$2,285 53
Collection made		4,444 29
Judgments held by them		3,978 35
43 Outstanding debts		1,737 95
Unsold real estate, estimated		860 00

Liabilities.

Paid	$4,382 88	
Unpaid	21,297 76	
		$25,580 64

Promissory notes, payable to the firm of Johnson & Sell, in course of collection by Isaac Keys, assignee.

Date of Note.	Maker.	
Dec. 9, 1859.	C. G. Grout	$59 95
May 15, 1858.	Cooper & Myers	125 00
Aug. 1, 1859.	J. L. Drennan	18 97
May 15, 1860.	J. B. Bankson	17 70
Jan. 1, 1859.	G. Sponsler	18 43
July 17, 1857.	J. B. Hendrick	41 25
Jan. 1, 1855.	John Cleverstone	27 82
April 12, 1859.	W. C. Chiles	75 00
Jan. 1, 1857.	Orlo Teed	78 50
Jan. 1, 1859.	Levi Thomas	34 10
May 7, 1858.	Cooper & Myers	59 45
Jan. 1, 1859.	Allen Webb	17 10
Jan. 1, 1860.	A. B. Drawbridge	17 10
Oct. 12, 1859.	Henry K. Brown	687 49
Jan. 1, 1858.	Joseph Adams	12 00
June 14, 1858.	James Smith, balance on note	37 00
Mar. 30, 1859.	James Smith	11 55
44 Jan. 1, 1859.	Elijah Jameson	87 92
Jan. 1, 1859.	Elijah Jameson	42 71
Nov. 6, 1857.	Jos. L. Craft	25 80
Nov. 20, 1854.	C. H. Tunison	14 00
1858.	" "	5 00
Jan. 1, 1859.	J. H. Bozarth	19 91
Nov. 25, 1859.	Phillip Nicholson	80 00
Nov. 25, 1859.	Phillip Nicholson	80 00
Nov. 25, 1859.	Phillip Nicholson	80 00
Nov. 25, 1859.	Phillip Nicholson	80 00
Nov. 25, 1859.	Phillip Nicholson	80 00
Nov. 25, 1859.	Phillip Nicholson	80 00
Nov. 25, 1859.	Phillip Nicholson	80 00
Nov. 25, 1859.	Phillip Nicholson	80 00
Nov. 25, 1859.	Phillip Nicholson	44 19
Dec. 22, 1859.	Sidney Lanphier, balance on note	14 97
June 2, 1861.	G. R. Teasdale & M. Brayman	52 62
	Total	2,285 53

45 *Assets of the firm of Johnson & Sell, collected by Isaac Keyes, assignee.*

Dec. 16, 1859.	Cash of	Wm. Hickmann	$4 80
21, "	"	J. B. Plunkett	7 00
21, "	"	Henry Firey	20 00
21, "	"	James Rayburn	57
24, "	"	John Spicer	2 60
22, "	"	James Welch	10 00
24, "	"	A. H. McMurphy	32 46
26, "	"	John Dunkle	20 82
28, "	"	Mrs. D. Kidd	5 21
28, "	"	Charles Watts	18 26
29, "	"	Oliver Bates	10 00
30, "	"	Wm. E. Peltus	30

	31,	"	"	E. C. Jennings	$10 00	
Jan.	3,	1860.	"	E. Kreigh	1 80	
	3,	"	"	Jac. Ruckle	1 56	
	4,	"	"	O. F. Matthews	45 33	
	5,	"	"	John Dunkle	2 52	
	5,	"	"	Geo. Dunkle	5 75	
	5,	"	"	And. Dunkle	29 10	
	5,	"	"	C. W. Vanderen	127 91	
	6,	"	"	Willard & Zimmeman	15 29	
	7,	"	"	H. W. Norton	20 00	
	7,	"	"	G. W. Peltus	37 15	
	16,	"	"	Harvey M. Watts	43 00	
						$471 43

46

Jan.	10,	1860.	Cash of	J. Divelbiss	6 65	
	11,	"	"	Gov. John Moore	10 95	
	11,	"	"	John O. Shea	36 92	
	13,	"	"	Joel Buckman	24 76	
	14,	"	"	Adam Johnson	10 00	
	17,	"	"	William Post	4 11	
	17,	"	"	J. McCreary	83	
	17,	"	"	John Carpenter	10 00	
	18,	"	"	M. H. Goodell	13 46	
	21,	"	"	A. Jacobson	4 00	
	25,	"	"	H. Firey	7 27	
	27,	"	"	Jas. M. Mitchell	3 50	
	31,	"	"	Mrs. E. Browner	5 00	
Feb.	3,	"	"	Wm. Wallace	4 40	
	3,	"	"	John North	5 00	
	6,	"	"	J. W. Smith	3 34	
	7,	"	"	L. D. Sell	2 46	
	10,	"	"	Sam. West	19 25	
	13,	"	"	Wm. Morton	10 81	
	13,	"	"	Wm. Morton	18 25	
	14,	"	"	B. C. Susserott	10 00	
	17,	"	"	H. Stokes	8 00	
	17,	"	"	John Troxell	4 65	
	20,	"	"	J. W. Sherwood	11 15	
	21,	"	"	B. A. Vanderen	7 11	
Mar.	3,	"	"	J. B. Beard	17 10	
						258 97

47

Mar.	20,	1860.	Cash of	A. Pringle & Son	55 07	
April	17,	"	"	M. D. McCoy	25 00	
	24,	"	"	James Tiger	25 00	
	6,	"	"	C. H. Flower	10 90	
	17,	"	"	Wm Poor	70 00	
	17,	"	"	Frc's Springer	11 90	
	18,	"	"	Reason Lovelow	58 75	
	24,	"	"	Roan	15 00	
	24,	"	"	D. Miller	6 82	
	27,	"	"	H. Stokes	9 00	
May	15,	"	"	J. B. Bankson	21 00	
	17,	"	"	Willis Johnson	103 16	

May	17, 1860.	Cash of	A. Sattley	$63 50		
	17, "	"	McCay & Campbell	80		
	29, "	"	Jacob Foster	8 80		
	31, "	"	J. F. Rone	3 00		
June	5, "	"	D. Newcomer	3 40		
	21, "	"	James G. Welsh	19 30		
	21, "	"	B. F. North	39 10		
July	20, "	"	Harvey Watts	7 00		
	23, "	"	Ivertson Stokes	15 00		
	23, "	"	Isaac Higgins	62 32		
	6, "	"	Wm. Morton	5 20		
	6, "	"	L. E. Thompson	5 35		
	12, "	"	S. E. Crowse	19 01		
						$663 58

48

July	26, 1860.	Cash of	H. Stokes	15 00		
Aug.	1, "	"	H. Stokes	10 00		
	4, "	"	E. Wright	16 53		
	10, "	"	A. M. Sell	50 00		
	13, "	"	T. J. Myers	8 20		
Sept.	24, "	"	Jas. Snodgrass	45 35		
	24, "	"	Sullivan Conant	2 80		
	11, "	"	H. McCoy	60 00		
	11, "	"	Henry Lindsey	4 00		
	17, "	"	Ivertson Stokes	14 57		
	"	"	Ivertson Stokes	1 75		
	27, "	"	N. Spindle	15 00		
Oct.	2, "	"	W. B. Hudson	12 00		
	2, "	"	O. N. Stafford	4 25		
	6, "	"	Harvey Watts	56 55		
May	4, "	"	H. G. Fitzhugh	171 73		
Nov.	5, "	"	Henry Lindsey	11 06		
	5, "	"	W. B. Hudson	16 00		
	5, "	"	Dav. Robinson	9 00		
	21, "	"	A. M. Sell	25 00		
	29, "	"	Enoch Paine	15 75		
	29, "	"	A. M. Sell	10 70		
	30, "	"	Is. Higgins	15 35		
Dec.	14, "	"	D. M. McCay	24 15		
	29, "	"	A. W. Estabrook	1 47		
						618 11

49

Jan.	1, 1861.	Cash of	Wm. P. Hudson	50 00		
	14, "	"	McCreery	76 33		
	26, "	"	J. C. Hall	48 24		
	26, "	"	J. C. Hall	5 24		
Feb.	4, "	"	Cyrus Vanderen, for O'Bryan	39 20		
	12, "	"	Lawrence Solinger	60 85		
	11, "	"	H. M. North	6 80		
	26, "	"	S. S. Maning	8 50		
	26, "	"	H. G. Reynolds	25 50		
	27, "	"	Rev. Jackson of Rev. Minor	30 00		
Mar.	21, "	"	Whitecraft, for N. Spindle	100 00		
April	4, "	"	John O'Bryan	5 75		

April	23, 1861.	Cash of	Henry Bailor	$60 00	
	23, "	"	Ira A. Brown & Son	94 35	
May	1, "	"	Ch. Miller	5 30	
	1, "	"	H. M. Vandevere	106 00	
	17, "	"	Jon. Peddicon	73 10	
	17, "	"	L. Hall	47 90	
	17, "	"	J. Tiger	22 73	
	17, "	"	A. Parker	35 23	
	20, "	"	Mrs. E. Van Meter	48 42	
June	1, "	"	A. M. Sell	2 45	
	17, "	"	Jacob Beam	4 70	
Aug.	24, "	"	H. McCoy	17 13	
	20, "	"	J. H. Crowder	87 18	
					$1,060 90
50					
Oct.	6, "	"	Jerry Poor	55 00	
	26, "	"	Henry Bailor	10 00	
	29, "	"	E. C. Jennings	4 25	
	9, "	"	L. D. Sell, for N.W. $\frac{1}{4}$, sec. 21, T. 14 N., R. 1 W., 3d P. M., Christian co.	250 00	
	9, "	"	James Keyes, for N. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$, sec. 30, T. 17 N., R. 1 W., 3d P. M.	100 00	
	26, "	"	E. O. Smith and Thos. Smith, for S. W. $\frac{1}{4}$ N. W. $\frac{1}{4}$, sec. 22, T. 16 N., R. 2 E., 3d P. M.	440 00	
Nov.	13, "	"	Henry Bailor	10 00	
	19, "	"	Jasper Inslee	79 57	
Dec.	3, "	"	C. C. Phelps	10 50	
	3, "	"	Sid. Lanphier	14 80	
	16, "	"	H. Bailor	32 41	
	16, "	"	A. Sherrill	28 07	
	16, "	"	S. M. Whitecraft	45 34	
	16, "	"	H. Carrigan	33 02	
	10, "	"	J. M. Wise	26 00	
	21, "	"	Isaac M. Payton	55 80	
	30, "	"	Thomas A. Rogers	104 45	
Jan.	2, 1862.	"	Hiram Baker	9 75	
	2, "	"	City of Springfield	3 75	
	9, "	"	John Martin	6 77	
Feb.	24, "	"	Jane Burch	5 15	
	24, "	"	J. W. & J. North	14 94	
	24, "	"	Mrs. E. Browner	9 20	
	24, "	"	J. W. Wynn	16 88	
	24, "	"	Jerry Poor	4 00	
	24, "	"	Jos. Gomes	1 65	
					1,371 30
					4,444 29

51 *List of judgments in favor of the firm of Johnson & Sell.*

Against	Harrison McBroome	$53 46	
	Curtis Snodgrass	31 45	
	Harrison McBroome	50 00	
	W. T. Hiskett	38 10	
	Wm. Phillips	6 00	
	Leander Green	13 62	
	A. J. Briton	74 42	
	Levi Dain	70 85	
	Geo. W. Baker	33 50	
	Robt. Weiger	25 43	
	Robt. Weiger	25 43	
	Leroy Cross	80 60	
	James M. Tucker	40 12	
	Simeon Leggott	44 35	
	John H. Merrill	33 22	
	Wethersbee & Walker	40 84	
	Moreau Phillips	70 30	
	John G. Paine	7 25	
	David Pike	74 68	
	G. W. Evans	9 02	
	N. Blanchfield	41 70	
	R. A. Shipley	27 50	
			$891 84
52	Thomas A. Rogers, (paid Dec. 30)	83 99	
	J. W. Rites	21 71	
	James Young	8 00	
	Thomas Bacon	85 46	
	Andrew J. Ashton	7 60	
	Consul Sampson	19 00	
	Jas. L. Rosette	43 25	
	Wm. B. Greenwood	20 00	
	Sam. H. Jameson	83 99	
	Sam. H. Jameson	70 86	
	Geo. W. Todd, balance	46 05	
	Geo. W. Todd, balance	46 05	
	Geo. W. Todd, balance	46 05	
	Geo. W. Todd, balance	46 05	
	Geo. W. Todd, balance	46 05	
	Geo. W. Todd, balance	41 45	
	Geo. W. Todd, balance	52 55	
	Professor Love	14 00	
	Willis Cooley	82 95	
	Jacobs & Gideon	8 45	
	Myers & Knox	47 85	
	Jeremiah Robbins	32 60	
	William Robbins	23 35	
	Hickox & Johnson	7 13	
	Chauncey Pettibone	71 22	
	Ebenezer L. Foote	17 00	
			1,072 66
53	Jas. Stamper	84 07	
	John Clow	14 08	
	James and Sarah Tenley	29 50	
	Isaac Snodgrass	67 75	

	Isaac Snodgrass	$40 49		
	James Bennett	8 00		
	Harrison Ashton	76 10		
	Harrison Ashton	54 97		
	C. C. Phelps	23 10		
	Shaw Pease	51 42		
	Shaw Pease	75 00		
	Theodore W. Derry	22 04		
	Samuel Hughes	5 17		
	William Jones	29 12		
	David McCantlers	18 85		
	William Iles	62 14		
	E. R. Wiley	65 95		
	E. R. Wiley	64 00		
	E. R. Wiley	65 00		
	James Patterson	38 37		
	Curtis Snodgrass	3 25		
	Ben. Morris	75 00		
	Ben. Morris	30 20		
	Thos. L. Conner	15 80		
				$1,019 37
54	James Gourley	97 44		
	J. S. Morgan	6 47		
	Thomas Alsope	68 56		
	J. B. Drake	11 62		
	Samuel Foster	4 68		
	Geo. W. Robertson	17 84		
	Allen Davis	13 58		
	V. H. Beeler	44 80		
	John Hopkins	15 56		
	Hamilton McCoy	22 11		
	Jonathan Hoyt	84 94		
	J. W. Winn	14 98		
	Samuel Bacon	85 46		
	Samuel Bacon, (paid January 2, 1862)	85 46		
	Hiram Baker	*8 30		
	J. B. McCandless	17 26		
	Geo. Spicer	4 73		
	Samuel Miller	55 00		
	Samuel Miller	55 00		
	Samuel N. Brown	20 23		
	B. Galliger	2 96		
	Isaac Baker	10 17		
	D. J. Snow	61 97		
	Miss Jane Burch	5 15		
	W. B. Greenwood	29 36		
	Mrs. E. Browner	9 20		
				852 83
55	M. L. McCay	15 00		
	John W. North and John North	12 65		
	Isaac M. Payton, (paid December 21, 1861)	.....		
	Jessee Maxwell, Christian co	114 00		
				141 65
	Total			3,978 35

List of parties indebted to the firm of Johnson & Sell—Isaac Keys, assignee.

Ledger.	Fols.					
A.	60	W. Hargis	debtor to		$3 75	
	74	James Smith, Logan co.	"		15 82	
	118	Thomas S. Beatty	"		16 08	
	136	James McBroom	"		7 38	
	142	William Andrews	"		1 00	
	150	David Maxwell	"		1 54	
	157	A. Wilkinson	"		1 65	
	158	Robert Irwin	"	(paid)	3 00	
	166	James Moore	"		2 79	
	167	James Carn	"		10 11	
	169	John Dunkle	"		8 62	
	174	S. A. Hendrick	"		2 50	
	178	J. A. Hough	"	(settled)	10 50	
	211	Wm. P. Johnson	"		4 98	
	225	A. F. Giger	"		1 30	
	226	John Saunders	"		1 73	
56	235	Mrs. M. Fogarty	"		2 23	
	237	William Lee	"		16 00	
	239	Benjamin Burch	"		30	
	240	Mrs. Miller	"		2 75	
	240	John Fleming	"		4 50	
	250	J. McKinley	"		27 30	
						$145 83
	252	Rev. L. W. Nichols	"		6 00	
	252	J. S. Kingsley	"		5 25	
	267	Jonathan Jewell	"		6 00	
	272	Mrs. E. Browner	"		8 00	
	276	Mrs. McDougle	"		35	
	278	John Cleverstone	"		27 42	
	282	Mrs. Sutton	"		5 68	
	285	Jessee Fry	"		12 75	
	286	William Buttler	"		26 75	
	287	James Walker	"		3 05	
	290	John Owens	"		19 52	
	293	Mrs. Sarah Davis	"		10 00	
	300	T. D. Wickersham	"		13 69	
	300	David Terry	"		1 80	
	304	Mrs. Gray	"		3 35	
	307	R. Ray	"		5 10	
	310	Norman Roberts	"		1 25	
	311	Combs Duff	"		50	
	313	William Archer	"		1 05	
57	320	John Barber	"		15 92	
	324	E. C. Woods	"		11 86	
	326	William T. Clayburn	"		9 18	
	329	Isaac Hart	"		6 28	
	331	J. I. R. Boyd	"		10 59	
	338	Jonah Green	"		22 35	
	340	Mrs. F. Parvance	"		75	
						235 14

Ledger.	Fols.				
	345	Phillip Niece.....	debtor to....	$3 40	
	348	M. P. Mulgrim.....	"	65	
	348	Wm. McKinley.....	"	4 70	
					$12 15
	358	J. P. Wimberton.....	"	3 40	
					393 12
B.	22	M. O. Reeves.....	"	3 60	
	22	Jonas Eddy	"	1 20	
	36	A. Reed.....	"	57 20	
	39	Mrs. Turney.....	"	40	
	40	Alex. Pollock.....	"	6 35	
	41	John Cleverstine.....	"	55	
	41	Levi Miller.....	"	12 73	
	41	D. Winters.....	"	2 40	
	46	Mrs. O'Leary.....	" (paid)	9 35	
	60	J. C. Reed.....	"	1 65	
	64	Wm. McKinney.....	"	35 32	
58	71	George Wood.....	"	1 50	
	71	Isaac Creighton.....	"	71 28	
	72	Dr. C. Ryan.....	"	14 94	
	74	Jas. Daine.....	"	3 25	
	86	C. O. Verry.....	"	26 10	
	87	C. H. Tunison.....	"	76 44	
	87	Ben. Richards.....	"	9 78	
	104	A. J. Button.....	"	1 07	
					335 11
	109	M. Carpenter.....	"	4 62	
	111	Mrs. Sherrill.....	"	51 49	
	120	Charles Gardner.....	"	16 81	
	121	B. Walker.....	"	25 00	
	125	J. S. Tackett.....	"	11 75	
	117	Mrs. McCoy.....	"	20 46	
	131	City of Springfield.....	" (paid)	3 75	
	132	J. S. Fulton.....	"	12 47	
	134	Berryman & Rippon.....	"	98	
	135	Wm. Pierce.....	"	19 20	
	141	A. Vanderen.....	"	65 02	
	144	Mrs. Zeigler.....	"	23 09	
	153	D. G. French.....	"	22 70	
	154	L. B. Adams.....	"	33 10	
	156	Rev. N. Bishop.....	"	6 00	
	157	Mich. Shelly.....	"	50 41	
	158	John McNarnead.....	"	20 00	
59	159	W. H. Richard.....	"	3 50	
	162	John Saunders.....	"	11 60	
	165	Chauncey Paush	"	6 00	
	167	Patterson Ridgway	"	23 27	
	170	R. Loyd.....	"	— —	
	171	Thomas Foster.....	"	2 25	
	174	David Sherman.....	"	7 46	
	188	John Spindle.....	"	3 88	
	193	A. Hewett.....	"	9 97	
					454 18
	194	David Carey	"	28 19	
	197	William White	"	13 85	

Ledger.	Fols.				
B.	199	Sam. Garretson.....	debtor to....	$4 30	
	200	Sam. Foster.....	"	4 25	
	201	Jessee Newman.....	" 137	57	
	221	Harrison Ashton.....	"	2 00	
	222	D. W. Witmer	"	21 23	
	223	Rev. Fr. Spinger	"	2 00	
	224	Leander Greer.....	"	4 40	
	229	Rev. N. W. Miner	"	1 50	
	231	Thomas Lewis	"	8 92	
	242	James Hull.....	"	14 62	
	245	Thomas Ray.....	"	15 39	
	256	Mrs. Staples.....	"	1 65	
	245	John Delany.....	"	5 20	
	245	Peter Crossman	"	5 90	
60	246	M. S. Mathews	"	11 95	
	251	John F. Ray.....	"	1 13	
	257	Joseph Hoover.....	"	41 26	
	271	John Dunkle, jr.....	"	6 10	
	276	Hunt & Jones	"	3 28	
	278	Geo. B. Pease.....	"	38 37	
	284	John Cavanaugh	" (settled)	57 04	
	289	Stephen Logan.....	"	5 75	
	290	Martin Rafter.....	"	35	
	301	Cornean & Diller.....	"	11 89	
					$448 09
	303	O. Clark.....	"	86 06	
	305	Rev. J. B. Jackson.....	"	21 39	
					107 45
					$1,737 95

61 *Liabilities of the firm Johnson & Sell, and other expenses paid by Isaac Keys, assignee.*

Dec.	15, 1859.	Paid cash to recorder of Macon county..	$2	00
	" "	" " Iroquois "	2	00
	27, "	" " " "	3	00
	" "	" " Christian "	4	00
	" "	" " Macon "	5	00
	" "	" " Sangamon "	17	05
	30, "	" Postage.....		75
Jan.	11, 1860.	" W. Walker, Cooley estate	43	00
	" "	" Latham, rent.....	10	00
	28, "	" Recorder of Macon county	5	00
	" "	" Expenses to examine land in Iroquois county.....	23	00
Feb.	15, "	" Latham, rent.....	4	85
	20, "	" J. G Johnson, city tax....	59	83
May	16,	" Miss Pierce.....	109	50
	31, "	" J. Keys, bill payable.....	352	46
	" "	" P. L. Morgan, on note....	100	00
June	1, "	" County and State tax.....	72	41
July	12, "	" Levina Cooley.....	6	00
	26, "	" Jas. Keys, for A. Herndon..	108	10
	" "	" Bill payable Jas. Keys....	383	40

Aug.	11, 1859.	Paid cash to	Joseph Mooney, Cooley estate	$1 60		
	13, "	"	Cullom & Hay	4 50		
Oct.	6, "	"	H. Vanderen	5 65		
	12, "	"	Bill payable Buckman	50 00		
						$1,373 10
62						
Jan.	1, 1861.	"	R. Coon & Bro	286 00		
	2, "	"	A. J. Herndon	573 00		
	14, "	"	P. L. Morgan	100 00		
	24, "	"	Sheriff Christian county	23 65		
	26, "	"	Tax on lot at Decatur	2 85		
	" "	"	J. C. Hall, Cooley estate	3 25		
April	30, "	"	S. S. Whitehurst, clerk	11 05		
May	1, "	"	H. M. Vandevere, fees	6 00		
	18, "	"	Robt. Irwin, note	328 60		
June	3, "	"	P. Wright, clerk's fees	6 55		
	5, "	"	P. L. Morgan, note	100 00		
Sept.	17, "	"	Tax on 40 acres	2 13		
Oct.	2, "	"	Robt. Irwin, note	991 20		
	24, "	"	P. L. Morgan	301 50		
Nov.	11, "	"	Cyrus Buckman	58 00		
	10, "	"	Advertising	5 50		
Dec.	2, "	"	P. L. Morgan	100 00		
	6, "	"	Advertising	11 00		
	27, "	"	Hay & Cullom, fees	55 00		
Jan.	6, 1862.	"	Stuart, Edwards & Brown, fees	25 00		
						2,989 78
						4,362 88
	" "	"	F. A. Nitchey, for making statement of affairs of J. & S.			20 00
						$4,382 88

63 *Liabilities unpaid.*

To John Lister, note held by P. L. Morgan		$500 00
" H. Cooley	about	65 43
" L. B. Adams	"	60 00
" Solomon Allen	"	370 00
" M. O. Reeves	"	75 00
" C. G. French	"	35 00
" Alfred Vanderen	"	334 27
" N. W. Matheny	"	15 00
" Milton Hay	"	25 00
" R. F. Ruth	"	10 00
" L. C. Boynton	"	462 00
" Gideon Tripp	"	175 00
" Russell Watts	"	175 00
" Johnson McCabe	"	70 22
" Lewis Johnson	"	110 00
" O. Clarke	"	268 31
" R. Coon & Bro	"	99 31

	To J. F. Amos	about..	$100 00		
	" C. Gardner	" ..	150 00		
	" John Williams	" ..	65 55		
	" Gov. John Moore	" ..	100 00		
	" J. Thayer & Co	" ..	50 00		
	" A. M. Gregory	" ..	60 00		
	" J. Mason	" ..	175 00		
	" Alfred Vanderen	" ..	375 00		
	" Arch. Vanderen	" ..	800 00		
					$4,725 09
64	" John Fenner	" ..	20 00		
	" Johnson, Byrne & Johnson	" ..	980 03		
	" Van Phul, Waters & Co	" ..	377 00		
	" Phelps, Bliss & Co	" ..	3,364 90		
	" Bowen, Holmes & Co	" ..	757 56		
	" E. Lambert & Co	" ..	215 00		
	" Wm. Lee & Co	" ..	384 29		
	" Reed & Bro	" ..	170 81		
	" " "	" ..	129 40		
	" Clafflin, Mellen & Co	" ..	559 44		
	" Bruff, Bro. & Leaver	" ..	282 04		
	" Benedict, Hall & Co	" ..	821 80		
	" A. Young & Hooglan	" ..	1,033 74		
	" Sam. Cochran & Co	" ..	562 94		
	" Dana, Farrar & Hyde	" ..	834 02		
	" Norcross, Mellen & Co	" ..	306 27		
	" Sweetzer, Gookin & Swan	" ..	525 00		
	" Jewett, Tibbetts & Co	" ..	1,369 83		
	" Cushing, Pierce & Co	" ..	621 79		
	" Dutton, Forbes, & Co	" ..	574 60		
	" Plimpton, Stephenson & Co	" ..	131 55		
	" Hoffman & Bro	" ..	66 00		
	" Warner, Cheever & Co	" ..	92 12		
	" Goodrich, Willard & Co	" ..	228 00		
	" E. J. Gay & Co	" ..	209 00		
	" Sam. C. Davis & Co	" ..	219 42		
					14,836 55
65	" R. C. Stinde & Co	" ..	364 42		
	" G. P. Thompson	" ..	28 20		
	" E. G. Tuttle	" ..	29 00		
	" David Pierce	" ..	14 50		
	" John Wohlgemuth	" ..	1,300 00		
					1,736 12
	Total				$21,297 76

There is yet in my possession one steam saw-mill, engine and fixtures unsold. As to the value of said mill, I am unable to state, from the fact that I have advertised it in the Illinois State Journal for sale, and have tried to sell it at private and public sale, but have never been offered more than fifty dollars for it.

Report on the real estate of Johnson & Sell, assigned to Isaac Keys.

UNSOLD.

1. The W. $\frac{1}{2}$ of lots 1 and 2 of NW. $\frac{1}{4}$ sec. 1, T. 27 N., R. 11 W., 2 p. m., containing $80\frac{81}{100}$ acres, in Iroquois county, Illinois.

I suppose this tract of land is not worth more than $200 00.

2. The W. ½ of the NE. ¼ of sec. 25, and the NE. ¼ of the NE. ¼ of sec. 26' all in T. 16 N., R. 2 E., 3 p. m., in Macon county, Illinois.

I suppose this tract of land is not worth more than $300 00.

66 3. Lot No. 4, of block 2, of Franklin Priest's resurvey of lots 5, 6, and 7, in block 2, in the town of Decatur.

I suppose this lot to be worth no more than $200 00.

4. Lots No. 10, 11, 12, 13, 14, in block No. 19; lots No. 1 to 7, inclusive, of block No. 18; lots No. 1, 2, 3, 4, 10, 12, in block 17; lot No. 5, in block 14, and lot No. 5, in block 21, all in Lewis's and Way's addition to the town of Girard, Macoupin county, Illinois.

I suppose these lots are not worth more than $5 00 apiece.

5. Lots No. 7, 8, 9, 10, 11, and 12, in the town of Niantic, late Prairie City, Macon county, Illinois.

I suppose these lots are not worth more than $10 00 apiece.

SOLD.

1. Lots 1 and 2, in block 4, in E. Isles's addition to the town (now city) of Springfield, were mortgaged to secure the payment of about $2,500 00 by J. G. Johnson to W. W. Watson. They were sold by W. W. Watson for $800 00 on Oct. 23, 1860, being the amount of a note and interest to Gideon Braynard at date of sale, which the said Watson paid as the security of Johnson & Sell.

2. The S. ½ of the NW. fractional ¼, and the NE. ¼ of the SW. ¼ of sec. 2, in T. 18 N., range 9 W., 3 p. m., containing $118\frac{57}{100}$ acres, in Cass county, Illinois, was incumbered by a mortgage by James Nye and wife to

67 Hudson E. Bridge & Co., of St. Louis, for, I think, about $203 00, about three years ago, drawing 10 per cent. interest. The mortgage has been foreclosed, and the amount of mortgage, with interest, is more than I have been able to sell the land for, and I think is more than the land is worth.

3. The E. ½ of the NW. ¼ of sec. 3, T. 14 N., R. 2 W., 3 p. m., containing $80\frac{22}{100}$ acres, in Christian county, Illinois, incumbered by a mortgage or deed of trust to W. W. Watson, for about $1,200; since which time it has been sold by the trustee for $361 00. After paying taxes and expenses of sale, there was left $349 83. This amount was applied on a note, signed or endorsed by W. W. Watson with Johnson & Sell, to John Martin, which paid what was found to be due on said claim.

4. The NW. ¼ of sec. 21, T. 14 N., R. 1 W., 3 p. m.

5. The NW. ¼ of NE. ¼ of sec. 30, T. 17 N., R. 1 W., 3 p. m.

6. The SW. ¼ of NW. ¼ of sec. 22, T. 16 N., R. 2 E., 3 p. m.

All these see accounted for on page 8 of this report.

Endorsed: Filed March 3d, 1862.

P. P. ENOS, *Clerk.*

68 The answer of Ambrose J. Sell to a bill in chancery filed in the circuit court of the United States for the southern district of Illinois, in which John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe are complainants, and the said Ambrose J. Sell, impleaded with Jonas G. Johnson, Isaac Keys, and Franklin Priest, are defendants. The said Ambrose J. Sell, saving, reserving, &c., for answer to so much of said bill as he is advised it is necessary for him to answer, says:

That he is informed, and believes it to be true, as stated in said bill, that complainants recovered the judgment, and had the subsequent proceedings thereunder, as stated in said bill, but for greater certainty and for the details he refers to said judgment and execution; that the amount thereof is still unpaid.

This defendant states that at the time stated in said bill, and for some time previous thereto, this respondent and the said Jonas G. Johnson carried on the mercantile business as partners, under the firm, name, and style of Johnson & Sell. This respondent, further answering, says that it is true, as stated in said bill, the said Johnson & Sell became very much involved, and on or
69 about the 13th day of November, 1859, the said Johnson & Sell sold out their entire stock of goods to Franklin Priest; that before and about the time of such sale to the said Priest, the said Johnson & Sell took an account of their stock, and that at said accounting said stock amounted to about the sum of $8,000. This respondent cannot give a copy of said account, or the exact value thereof, because the papers relating thereto are in the possession of the said Jonas G. Johnson, who, being absent, the same are not accessible to the said respondent.

The said Johnson & Sell received, in consideration of said goods from the said Priest, the sum of two thousand dollars, in the paper of the said Johnson & Sell, which the said Priest agreed to pay, and the remainder in real estate, which said real estate was conveyed by said Priest to this respondent, and the said Sell conveyed the same afterwards to the said Isaac Keys, as hereafter mentioned. This respondent files herewith, as a part of this his answer, Exhibit "A," showing a full and true description and value of all and each tract of land taken as aforesaid, in part payment of said stock of goods.

This respondent denies all fraud on his part in the sale of said stock
70 of goods to the said Priest; denies that said sale was made to hinder and delay the creditors of the said Johnson & Sell in the collection of their just debts, but charges the same was made in good faith, and as this respondent then believed said sale to be beneficial to their creditors generally.

This respondent, further answering, says that it is true, as stated in said bill of complainants, on the 20th day of December, 1859, the said Johnson & Sell made an assignment of all the real and personal property belonging to said firm, including said real estate received, as aforesaid, from said Priest, to the said Isaac Keys, for the benefit of their creditors, in manner set forth in said deed of assignment, filed as part of the answer of his co-defendant, Isaac Keys, herein; to which deed of assignment this respondent hereby refers, and prays that the same may be taken as a part of his answer. This defendant denies all fraud, in fact, on his part in the making of said assignment; but charges that the same was made in good faith, and as this respondent then and now believes, the same was for the benefit of their creditors generally.

This respondent, further answering, refers to Exhibit "B," filed with, and as part of, the answer of his co-defendant Keys, and prays that the same
71 may be taken as a part of this his answer, and as such this respondent refers to it. He states and charges that said Exhibit "B" contains and sets forth, so far as this respondent is informed, knows, or believes, a full, perfect, true, and complete list and description of all the real and personal property at the time of said assignment belonging to the said Johnson & Sell, and of all accounts, notes, claims, demands, money, stocks of any nature or kind then in the possession or belonging to the said Johnson & Sell; and this respondent charges that he knows of no property, real or personal, account, debt, note, claim, stock in anywise belonging then or since to the said firm, or to the said Johnson, individually, other than what is set forth and described in said Exhibit "B."

This respondent, further answering, says that he is, individually, the owner of the following real estate in the city of Springfield, Illinois: Lot 13, block 6, in B. S. Edwards's addition to the city of Springfield, Illinois. This respondent states and charges that he is a moneyed man, and is the head of a family, and residing with his said family on said lot 13, in block 6, in said addition, and insists upon his right of homestead therein and thereon, under and by

the clerk's office of the circuit court of the United States within and for the southern district of Illinois, in Springfield, Illinois, he commenced taking testimony in said cause, and upon that day was taken the following, to wit:

Ambrose J. Sell, of lawful age, having been first duly sworn, says that he resides in Springfield, Illinois, and has resided there since the spring of 1851. He has been engaged in selling dry goods and clerking during that period of time. He knows the defendants in this suit; he is one of them. He has been connected in business with Jonas G. Johnson. Has been connected in business with said Johnson from January, 1858, to December, 1859, and the business was dry goods and groceries; the title of the firm was Johnson & Sell; the business was carried on in Springfield, on the north side of the public square. The firm of Johnson & Sell has purchased goods of the firm of Phelps, Bliss & Co.; purchases were made at different times during their business connexion. The amount of said purchases was the amount of judgment rendered in circuit court U. States so. dist. of Ills. No part of said judgment has been paid,
84 so far as he knows. Mr. Jonas G. Johnson, his partner, made all the said purchases. The firm of Johnson & Sell is not now in business in Springfield, Illinois, nor elsewhere. Said firm was dissolved when Johnson & Sell made their assignment. Said assignment was made to Isaac Keys, for the benefit of the creditors of Johnson & Sell. Witness bought out Archibald Vanderen in January, 1858; the stock purchased amounted to twelve or thirteen thousand dollars. There was an inventory of said stock taken, but no entry was made upon the books of the same; it was handed to Jonas G. Johnson. Witness purchased Mr. Vanderen's interest for sixteen or seventeen hundred dollars; gave him two notes, payable in one and two years. One of said notes was paid; it was paid out of the store. In 1857 witness went into the store of Johnson & Vanderen as clerk, and then loaned that firm one thousand dollars; and there was at the same time an understanding between said firm and myself that in the spring following I should be taken into the firm as a partner. In January, 1858, witness bought out Vanderen, and became a partner of Jonas G. Johnson. The firm of Johnson & Sell had, at the time of commencing business, between 12 and 13 thousand dollars' worth of stock, and during the existence of the firm they sold between twenty-one and twenty-two thousand dollars' worth
85 of goods the first year, as near as recollected; and subsequently not as many. Said goods were sold at about twenty-five or thirty per cent. profit; they were sold on credit and cash together; three-fourths, or thereabouts, on credit. A good many bad debts were made—does not how many. In January, 1858, the partnership of Johnson & Sell was formed. In the fall of 1858 witness went last to buy goods for the firm. Having discovered while there the state of their partnership business, he bought goods and returned with the purpose of getting out of the firm, the credit of the firm not being sufficiently good. In the January following (1859) witness proposed to sell out to his partner, Johnson. Johnson objected, as his going out would injure the credit of the firm. An arrangement was then made by which witness sold out his interest to Johnson, Johnson agreeing to pay the firm debts, but witness consenting that his name should continue to appear as partner. The stock was kept up very well until the last year. They continued to sell for cash and credit until Johnson & Sell sold to Franklin Priest. They sold about eight thousand dollars' worth of stock to Franklin Priest, of which a regular inventory was taken. No entry of said inventory was made on the books of the firm.
The sale was made by Mr. Johnson, in Decatur, so far as witness knows,
86 to Franklin Priest. The eight thousand dollars comprised all the stock at that time. The stock was sold at market cost. Said sum of eight thousand dollars was a fair valuation of the stock. Witness was not present when the sale was made, as he only considered himself a clerk for Johnson. Johnson returned and said he had sold the stock to Priest. Witness did not

concern himself about it, as he considered himself only a clerk. Witness sold out to Johnson because he saw the firm of Johnson & Sell was in debt, and also the firm of Johnson & Vanderen, the debts of which Johnson & Sell had assumed, to such an extent that witness wanted to get out, and did not wish to be drawn in further. Witness did not notify the creditors of the two firms when he discovered the condition of their affairs, because Johnson represented that he could pay all the debts of the two firms. For the goods sold Priest, he (said Priest) took up two thousand dollars of Johnson & Sell's indebtedness, or thereabouts; real estate was taken for the remainder, the same as described in schedule "A" to the answer of witness. Witness was not present at the sale made by Johnson to Priest. Johnson told witness that Priest had furnished a list of lands out of which he, Johnson, could make a selection, amounting to about eleven thousand dollars. Johnson & Sell marked such of the lands as they had concluded to take, and Johnson went to Decatur to close up
87 the matter and take deeds for the property. Johnson wrote back to witness, or to Mr. Keys, that a part of that land Priest could not or would not make a deed to, and other lands in the list were taken. Johnson & Sell made said sale to Priest because they thought their creditors would push them, and if one or two of them obtained judgment they would get all, and the other creditors none, of the property. Witness thought it the interest of Johnson & Sell, and also of their creditors, to make the sale. Johnson & Sell put all their other property in the assignment; it was made some three or four weeks after the sale to Priest. The assignment was made because they thought it was the interest both of their creditors and of the firm to do it. The reason Johnson & Sell made the assignment was as follows: For the benefit of our creditors and of ourselves; and we thought by gaining time the property of the firm could be sold to better advantage than by being sold under execution. Does not know how much time he expected to gain, but long enough to enable the assignee to turn the property to the best advantage. He states that he cannot say that the object of Johnson & Sell was to delay their creditors, or that it was not. We expected that as fast as the assets of the firm were sold the proceeds would be paid over to our creditors. At the time of the
88 assignment there was no understanding that either of the firm was to act as agent of the assignee. There was no understanding whether the assignee was to sell for cash or on credit, except as provided in the deed of assignment. The witness states that, before making the assignment, Johnson & Sell had several conversations with Isaac Keys about the assignment, but witness recollects but one in which said Isaac Keys states that he did not wish to take upon himself the duties of assignee, if they could find any other man who would take it. He stated that he did not want it. Johnson & Sell purposed and did assign all the property they both had. Johnson & Sell were in fact indebted to all the preferred creditors in the assignment.

Witness states that he has a homestead in Springfield, Illinois, which he purchased from his mother for $2,600 00; he paid her about in the neighborhood of twelve hundred dollars; that he took out of the store of Johnson & Sell in merchandise, in payment of the loan which witness made to Johnson & Vanderen. Witness received a deed for said homestead on the 13th day of December, A. D. 1859. He made the purchase some months bef re.

Franklin Priest, having been first duly sworn, says as follows: That
89 he resides in Decatur, Illino's, and has resided there for seven years this spring; has been in the State of Illinois and resided therein since 1840, off and on; for the last seven or eight years witness has been engaged in the milling business; has been engaged in merchandise in Decatur since 1855, except three years during that period. Witness sold out to G. M. Wood & Co. some four years ago. Witness has known Jonas G. Johnson since 1835, and has known Ambrose J. Sell about two years. Said Johnson was bookkeeper

for witness in Decatur at one time. Isaac Keys was never engaged with witness in any capacity. Witness has never failed in business; has always paid his debts so far; has never made an assignment since he came to Illinois; never sold any stock of goods to Keys or Johnson. Isaac Keys was never engaged with witness as clerk, or otherwise, in business. He never bought a stock of goods from witness. Witness made a trade with Jonas G. Johnson for the stock of goods of Johnson & Sell; does not recollect when; it was some two years ago last winter. Witness talked with Johnson several times before he made the trade. Witness purchased in the neighborhood of eight thousand dollars' worth of goods of them; he thinks it footed up a little over. Witness had been talking a week or ten days about the trade before he made it
90 with Jonas G. Johnson. Witness paid for the goods in real estate and in some indebtedness of Johnson & Sell which he assumed. He paid some two thousand dollars, or a little over, by assuming their indebtedness. Said indebtedness was to the extent of one thousand dollars in favor of Virgil Hickox, five hundred dollars in favor of L. A. Hoyt, and five hundred dollars in favor of J. W. Priest. He also paid some one hundred to one hundred and fifty dollars in rent on the building Johnson & Sell had occupied. Balance was paid in real estate, as follows: two hundred and eighty acres of land, and a town lot in Decatur, Illinois. The value of the town lot was fifteen hundred dollars. The real estate was worth the prices named in Exhibit "A," filed with and made a part of A. J. Sell's answer in this cause, in trade prices for such a lot of goods as was traded for. This was all witness paid them for the goods; it overpaid a little, which he says he would like to get back. When the trade was made, witness gave to Johnson a list of the lands he proposed to let them have, out of which they were to make a selection with the prices attached. A selection was made by them. They selected the lands which witness conveyed to them. They called on witness for a deed for the lands after witness had taken possession of the stock of goods. Johnson
91 & Sell selected the lands, after possession of the goods was delivered to witness, out of a list delivered before. Mr. Johnson notified witness of the selection. The deeds were made at Decatur, Illinois. Witness never told Johnson & Sell, or either of them, that he could not or would not make a deed for some of the selected lands Witness does not recollect that any selection was made except those contained in the deed. They might have changed around a little, so as to make the amount fit. A short time before the trade, witness sold lands at same prices as those which were traded to Johnson & Sell. They were sold on time. Witness cannot give the cash value of the lands at the time of the trade; cannot say what he would have taken in cash. The lot in Decatur was worth $1,500 00, part cash and part on time, at the time said trade was made. Johnson proposed to trade about a week or ten days before the trade was made. Witness did not know anything of the indebtedness of Johnson & Sell at the time the trade was made, or before; he knew nothing of their condition as to their business affairs; did not know that their condition was such as to compel them to dispose of their goods. Said Johnson said nothing to witness about the condition of their affairs at the time of the trade or before.

The following interrogatory is propounded to F. Priest by complainants' counsel, and is objected to by defendants' counsel, to wit:

92 Did you, at any time since making the purchase of Johnson & Sell, tell any person or say to any person that before and at the time of making the trade you knew the condition of Johnson & Sell was such that they should do something very quickly by way of disposing of their property?

Answer by F. Priest. That he does not recollect of ever having made any such statement, for in fact he did not know anything of their condition at the time of the trade. Witness states that he knows Mr. Peake, of New York; he

was once in the store of witness, in Decatur, where he was introduced to witness. Does not know Isaac H. Mead, of Chicago. Does not recollect that he ever told either Mr. Peake or Mr. Meade that at the time of the trade he knew the condition of Johnson & Sell was such that they should do something very quickly by way of disposing of their property. Witness never told either Mr. Peake or Mr. Mead that the real estate which he traded to them for the goods was not worth one-eighth the amount he traded it to them for.

(The foregoing testimony, commencing at the interrogatory, is objected to by the defendants' counsel.)

F. Priest continued: There was no private arrangement between witness and Johnson & Sell, or either of them, by which Johnson was to share with
93 witness in the profits of the sale of the stock of goods after witness obtained possession of them. Witness cannot answer what the real estate he traded to Johnson & Sell is worth to-day in cash because there is no sale for real estate at present; cannot say what it was worth at the time of the trade, in cash. Neither Johnson & Sell, or either of them, told witness their reason for selling out. Witness is not owing them anything now; they are owing witness some. Johnson & Sell never consulted witness about their making an assignment. Witness is not positive that he never did tell either Mr. Peake or Mead that before and at the time of making the trade he knew the condition of Johnson & Sell was such as that they should do something very quickly by way of disposing of their property.

Isaac Keys, having been first duly sworn, says that he has known Jonas G. Johnson ten or eleven years, and Ambrose J. Sell about six or seven years. They made an assignment to witness, the same set out in deponent's answer in this cause. Had a conversation with both Johnson & Sell, but most with Johnson, about the assignment, before it was made. Mr. Johnson's reason for making the assignment, as he stated to witness, was to prevent a sacrifice of the property assigned, and that he thought some of their creditors ought to be provided for before others, and in particular where they had borrowed,
94 me and their friends had become security. He has made sale of so much of the property as is set out in his said answer and exhibit referred to therein. He has collected from assets assigned about the sum of four thousand four hundred and forty-four dollars and twenty-nine cents, up to time of filing his answer in said cause, and has made some small collections since. He sold (what he sold of the real estate) for cash. Deponent's answer sets forth what of the assets remain in his hands. Johnson & Sell included in the deed of assignment all the property they had, so far as deponent knew, except that Mr. Sell reserved his homestead. Deponent has no recollection that Franklin Priest wrote to him or to Johnson & Sell that he could not or would not convey a portion of the land selected by Johnson & Sell from those offered by Priest, but has some recollection that there was some delay in Priest's perfecting the title, or getting the title perfected in him by which he could make the deed. Deponent does not remember that either Johnson or Sell gave any other reason than he has stated for making the assignment.

Respectfully submitted.

A. CAMPBELL
Master in Chancery.

Master's fees, $15 00.

Endorsed: Filed May 7th, 1862.

P. P. ENOS, *Clerk.*

95 And afterwards, to wit, on Wednesday, the eleventh day of June, in the June term of said court, in the year last aforesaid, the following further proceedings were had in said court, in said entitled cause, and entered of record, to wit:

JOHN J. PHELPS *et al.*
vs.
JONAS G. JOHNSON *et al.* } In chancery.

On motion of the complainants, by their solicitors, it is ordered by the court that the time within which they are required to take proof in this cause be extended thirty days from this date.

And afterwards, to wit, on Monday, the twenty-third day of June, in the year last aforesaid, in the term aforesaid, the following further proceedings were had in said court, in said entitled cause, and entered of record, to wit:

JOHN J. PHELPS *et al.*
vs.
JONAS G. JOHNSON *et al.* } In chancery.

On motion of the complainants, by their solicitors, leave is granted them by the court to examine the defendant, Jonas G. Johnson, before Robert
96 J. Truscutt, esq., of New York city, as special commissioner, upon interrogatories filed by said complainants, under a *dedimus potestatem*, to be issued by the clerk of this court.

And afterwards, to wit, on the twenty-fourth day of June, in the year last aforesaid, a writ of *dedimus potestatem* was issued by the clerk of said court, directed to Robert J. Trusscutt, as special commissioner, to examine the defendant, Jonas G Johnson, which said writ, together with the examination of the said defendant, returned therewith by the said special commissioner, is in the words and figures following, to wit:

UNITED STATES OF AMERICA, *Southern District of Illinois, ss:*

The United States of America to Robert J. Truscutt, esq., of New York city, in the State of New York, as special commissioner, greeting:

We, reposing special confidence in your fidelity and provident circumspection do hereby authorize and appoint you to examine, under oath, Jonas G. Johnson, whom you are hereby authorized and required to bring before you at such time and place as you may designate and appoint for that purpose, and that at such time and place you will proceed to examine, under oath, said Jonas G.
97 Johnson, upon the interrogatories hereunto annexed, at the instance of the complainants, in a certain cause now pending and undetermined in our circuit court of the United States for the southern district of Illinois, before the judges thereof, wherein John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe are plaintiffs, and the said Jonas G. Johnson, and Ambrose J. Sell, Isaac Keys, and Franklin Priest are defendants. The annexed interrogatories, and the answers thereto, you will cause to be reduced to writing, in the order in which they shall be proposed and answered, and they shall then be signed by said defendant. At the foot thereof you will add a certificate, subscribed by yourself, stating that the same were sworn to and subscribed by said defendant, and the time and place when and where the same were taken, which examination of said defendant so taken, with your certificate thereto attached, you will send directed to our clerk of our circuit court of the United States for the southern district of Illinois, sealed, with the names of the parties litigant endorsed thereupon, without delay, together with this writ.

98 Witness the Hon. Roger B. Taney, chief justice of the Supreme Court of the United States of America, at Springfield, Illinois, this
[SEAL] twenty-fourth day of June, in the year of our Lord one thousand eight hundred and sixty-two, and of our independence the eighty-sixth.

P. P. ENOS, *Clerk.*

In the circuit court of the United States, southern district of Illinois.

UNITED STATES OF AMERICA, *ss:*

Interrogatories to be administered to Jonas G. Johnson, of New York city, in the county of New York and State of New York, witness to be produced, sworn, and examined, under and by virtue of the annexed commission, before Robert J. Truscutt, esq., in a certain cause now pending and undetermined in said circuit court of the United States, wherein John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe are complainants, and Jonas G. Johnson, Ambrose J. Sell, Isaac Keys, and Franklin Priest are defendants, on the part and behalf of said complainants, as follows, to wit:

Interrogatory first. What is your name, age, occupation, and place of residence?

99 Interrogatory second. Do you know the parties, plaintiff and defendant, in the caption to these interrogatories mentioned, or either, and which of them; and how long have you known them respectively?

Interrogatory 3d. If you say you know the parties defendant above named, answer, were you ever engaged or connected in business with any or either of them? and if so, state when, where, how long. What was the nature and kind of business in which you were engaged; under what name and style was the business carried on; and what was the nature and extent of your business relations, fully and at large.

Interrogatory 4th. If you say that in the years 1858 and 1859 you were connected in business at Springfield, Illinois, with Ambrose J. Sell, under the name any style of Johnson & Sell, then answer, did the firm of Johnson & Sell, at any time in said years, sell or transfer a stock of goods, wares, or merchandise to the defendant, Franklin Priest; and if so, when, where, and what was the value of the goods sold or transfered Priest by Johnson & Sell? What was the amount and value of the consideration that passed from Priest to Johnson & Sell, if any therefor; and in what was the same paid? When was the

100 sale made? Who made the sale? What object, if any, had Johnson & Sell in making the sale? Why was the sale made? Were Johnson & Sell induced to make the sale or transfer to Priest by any or either of the defendants, Priest or Keys; and if so, by whom, or which of them; and what were the inducements held out? Answer fully.

Interrogatory 5th. Did the firm of Johnson & Sell make an assignment or transfer of their property, purporting to be for the benefit of creditors? If yea, state when, where, and to whom was the same made; and if you can, make the same, or a copy thereof, a part of your answer; and also state why did Johnson & Sell assign or transfer their property. Was the assignment of Johnson & Sell made in good faith for the benefit of creditors, or was it not? What was the object for which it was made? Did the defendants, Keys or Priest, induce or hold out any inducements to Johnson & Sell to make said assignment or transfer; and if so, what effect did such inducements have on Johnson & Sell in making the same, and what were the inducements held out, and by whom where the same held out? Were any of the parties preferred, or amounts named in the assignment, fictitious? and if so, state what names and what amounts, fully and particularly?

101 Interrogatory 6th. If, in answer to the last interrogatory, you say that Johnson & Sell did make an assignment or transfer of their property to the defendant, Isaac Keys, then please state what was the nature and kind of property assigned or transferred, the value of the same, the amount of Johnson & Sell's liabilities at the date of assignment. Was the property assigned sufficient to pay the liabilities of Johnson & Sell? And if in the assignment the claims of some

creditors were placed in the first class, some in the second, and some in a third, then state what was the reason for making such preferences. Were all the claims preferred in the assignment or transfer "bona fide" due and owing the parties therein preferred, or were they not? state which was fictitious, and what amounts. Was there any private arrangement or understanding between Johnson & Sell, or either of them, and their assignee, whereby the property assigned or transferred, the proceeds to arise from sale thereof, or any part of such property or proceeds was to enure to the benefit or advantage of Johnson & Sell, or either of them, or to their assignee, and to the injury of the creditors of Johnson & Sell? and if so, state what the arrangement was, fully and at large. Did Johnson & Sell include in their assignment
102 all the property which they or either of them at that time owned or had, or did they not? and if you answer they did not, then please state what property did they or either of them have which was not included in the assignment; and state also the reason, if any, why the same was not included therein; also, state what has been done under said assignment or transfer, and what has been done with the property or effects assigned or transferred, and the avails thereof, and whether or not the assignment or transfer of Johnson & Sell was merely colorable, and made with a view of protecting their property and effects, and placing the same beyond the reach of their creditors.

Interrogatory 7th. If you say that the defendant Ambrose J. Sell and yourself were engaged in business as partners at Springfield, Illinois, under the name and style of Johnson & Sell, and that in the month of December, A. D. 1859, you made an assignment of property to the defendant Isaac Keys, and that defendant Ambrose J. Sell had some property which is not included in said assignment, then please state what is the nature, kind and value of the property of said Sell not included in the assignment; where the same is situated; when did said Sell purchase the same; what consideration did he pay for it; of whom did he purchase it; where did he get the means or money to purchase it;
103 is it all paid for, and if not, what amount is still due thereon. Did said Sell ever tell you how and why he purchased it? and if so, state fully all he said to you about it, and his reasons for purchasing it, fully and at large.

Interrogatory 8th. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

I, Pascol P. Enos, clerk of the circuit court of the United States for the said southern district of Illinois, do hereby certify the foregoing to be a true copy of the original interrogatories filed by the complainant in the cause named in the *dedimus protestatem*, or commission hereto annexed, to be attached to said commission. And I do further certify that due notice was served upon the defendants' solicitors to file cross-interrogatories to be attached to said commission, and that no cross-interrogatories were filed by said defendant.

104 In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at Springfield, in said district, this twenty-fourth day
[SEAL.] of June, in the year of our Lord one thousand eight hundred and sixty-two, and of our independence the eighty-sixth.

P. P. ENOS, *Clerk.*

Deposition of Jonas G. Johnson, a witness produced, sworn and examined, on oath, on the 18th day of December, in the year one thousand eight hundred and sixty-two, at the office of Robert J. Truscott, 200 Broadway, in

the city of New York, by me, the said Robert J. Truscott, by virtue of a commission issuing out of the circuit court for the southern district of Illinois, State of Illinois, to me directed, for the examination of the said Jonas G. Johnson in a certain cause now pending in the said court, between John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks and Spencer W. Coe, plaintiffs, and Jonas G. Johnson, Ambrose J. Sell, Isaac Keys and Franklin Priest, defendants; that is to say, the said Jonas G. Johnson, aged about 53 years, a witness produced, sworn and examined on the part and behalf of the said plaintiffs, deposeth and saith:

105 Interrogatory first. What is your name, age, occupation, and place of residence?

To the first interrogatory he saith: My name is Jonas G. Johnson; I am 53 years of age; reside in New York city; and am by occupation a clerk.

Interrogatory second. Do you know the parties, plaintiff and defendant, in the caption to these interrogatories mentioned, or either, and which of them, and how long have you known them, respectively?

To the second interrogatory he saith: I know the plaintiffs, as the firm of Phelps, Bliss & Co., and have known them about five years. I know Mr. Bliss and Mr. Peake, of said firm, individually, and have known them about five years. I know all the defendants, and have known Mr. Priest about thirty years; Mr. Keys about ten years; and Mr. Sell about seven years.

Interrogatory third. If you say you know the parties defendant above named, answer, were you ever engaged or connected in business with any or either of them? and if so, state when, where, how long, what was the nature and kind of business in which you were engaged; under what name and style was the business carried on; and what was the nature and extent of your business relations, fully and at large?

106 To the third interrogatory he saith: I was engaged in business with the defendant Franklin Priest, in the year 1855, in the hotel business at Decatur, Illinois. I was engaged in business with the defendant Ambrose J. Sell, in the years 1858 and 1859, at Springfield, Illinois, in the general dry goods business, under the firm name of Johnson & Sell.

Interrogatory fourth. If you say that in the year 1858 and 1859 you were connected in business at Springfield, Illinois, with Ambrose J. Sell, under the name and style of Johnson & Sell, then answer, did the firm of Johnson & Sell, at any time in said year, sell or transfer a stock of goods, wares or merchandise, to the defendant Franklin Priest; and if so, when, where, and what was the value of the goods sold or transferred to Priest by Johnson & Sell; what was the amount and value of the consideration that passed from Priest to Johnson & Sell, if any therefor, and in what was the same paid; when was the sale made; who made the sale; what object, if any, had Johnson & Sell in making the sale; why was the sale made; were Johnson & Sell induced to make the sale or transfer to Priest by any or either of the defendants Priest or Keys; and if so, by whom or which of them; and what were the inducements held out? Answer fully.

107 To the fourth interrogatory he saith: The firm of Johnson & Sell made a sale of their stock of goods in Springfield, Illinois, to Franklin Priest about the 10th day of November, 1859. The terms of the sale were agreed upon by and between myself and Mr. Priest, at Decatur, Illinois, and are comprised in the agreement hereto annexed, marked "Schedule A," which agreement was signed at the time, but the terms were afterwards varied on account of the said Priest not being able or willing to convey the lands selected by us under the agreement. But the sale was finally consummated by Priest agreeing to pay two thousand dollars, which Johnson and Sell owed in Springfield, to John Priest, Loyal Hoyt and Virgil Hickox, and for the balance we took real estate, selected by Mr. Priest. This sale was made some time in the month of

November, 1859. Our object in making the sale was because we feared the goods would be levied upon or attached by our creditors who had claims past due. We were embarrassed, and found we could not pay our debts promptly nor in full, and thereupon advised by Isaac Keys and Franklin Priest as to the best course to pursue, and was advised by both of them to make this sale, and thereafter to make an effort to settle our debts. They told us that the goods would be seized by our creditors if we did not make the sale, and we
108 thereupon made the arrangement with Franklin Priest; and the deeds of the lands were made to Isaac Keys after the assignment.

Interrogatory fifth. Did the firm of Johnson & Sell make an assignment or transfer of their property, purporting to be for the benefit of creditors? If yea, state when, where, and to whom was the same made, and, if you can, make the same, or a copy thereof, a part of your answer; and also state why did Johnson & Sell assign or transfer their property. Was the assignment of Johnson & Sell made in good faith for the benefit of creditors, or was it not? What was the object for which it was made? Did the defendants, Keys or Priest, induce or hold out any inducements to Johnson & Sell to make said assignment or transfer; and if so, and what effect did such inducements have on Johnson & Sell in making the same; and what were the inducements held out; and by whom were the same held out? Were any of the parties preferred, or amounts named in the assignment, fictitious? and if so, state what names and what amounts, fully and particularly.

To the fifth interrogatory he saith: The firm of Johnson & Sell made an assignment to Isaac Keys on or about the 13th day of December,
109 1859, at Springfield, Illinois, a copy of which is hereto annexed, marked "Schedule B." The assignment was made by advice of Isaac Keys, and made for the purpose of preventing the creditors of Johnson & Sell from seizing the property, and thus preventing us from making an arrangement with our creditors. I was not in Springfield when the assignment was prepared, but was in Decatur, where I had remained because Keys and Sell told me there was an order of arrest out against me, or that parties were getting one out, and I must keep out of the way. But about December 12th, 1859, Mr. Keys sent for me, and desired me to come in the night to Springfield, to his house, which I did; and when I arrived there, I found Keys and Sell, who had an instrument purporting to be an assignment of Johnson & Sell, for the benefit of their creditors, which they wished me to sign, saying that it was the only way to place the property in such a position that the creditors could not reach it, and that then, if I would keep out of the way so as not to be arrested, and thus bother them, they could settle with all the creditors of Johnson & Sell. Induced by these representations, I signed the assignment in the presence of L. B. Adams, and left Springfield the next day. The note preferred in the assignment in class
110 No. 2, made by Johnson & Sell, Wm. Wardell, Mason Brayman, and Isaac Keys, for one thousand dollars, should be in reality only for the sum of five hundred dollars, as only that sum was received thereon, and which Mr. Keys well knew.

Interrogatory sixth. If, in answer to the last interrogatory, you say that Johnson & Sell did make an assignment or transfer of their property to the defendant Isaac Keys, then please state what was the nature and kind of property assigned or transferred; the value of the same; the amount of Johnson & Sell's liabilities at the date of the assignment. Was the property assigned sufficient to pay the liabilities of Johnson & Sell; and if in the assignment the claims of some creditors were placed in the first class, some in the second, and some in the third, then state what was the reason for making such preferences; were all the claims preferred in the assignment or transfer "bona fide" due and owing the parties therein preferred, or where they not; and if not, state which was fictitious, and what amounts. Was there any private arrangement or understanding

between Johnson & Sell, or either of them, and their assignee, whereby the property assigned or transferred, the proceeds to arise from sale thereof, or part of such property or proceeds, was to enure to the benefit or advantage of
111 Johnson & Sell, or either of them, or to their assignee, and to the injury of the creditors of Johnson & Sell? and if so, state what the arrangement was, fully and at large. Did Johnson & Sell include in their assignment all the property which they, or either of them, at that time owned or had, or did they not? and if you answer they did not, then please state what property did they or either of them have which was not included in the assignment; and state also the reason, if any, why the same was not included therein; also state what has been done under said assignment or transfer, and what has been done with the property or effects assigned or transferred, and the avails thereof; and whether or not the assignment or transfer of Johnson & Sell was merely colorable, and made with a view of protecting their property and effects, and placing the same beyond the reach of their creditors.

To the sixth interrogatory he saith: We transferred to our assignee real estate and debts due us. I cannot state the exact value of the same, but I considered at that time that there was nearly enough to pay the debts of Johnson & Sell if honestly disposed of. The liabilities of Johnson & Sell amounted to about twenty-five thousand dollars, as nearly
112 as I can remember. I did not have much to say in regard to what debts should be preferred, as Mr. Sell and Mr. Keyes had arranged all that before my arrival to execute the assignment, and I made but little objection, as everything was done so hurriedly, and it was supposed it would be merely a temporary arrangement. The note mentioned in the first class, of one thousand dollars, to Springfield Marine and Fire Insurance Company, made by Johnson & Sell, Wm. Wardell, Mason Brayman, and Isaac Keys, altho' given for one thousand dollars, only five hundred dollars was ever received thereon, and the balance is not a debt due from Johnson & Sell. I can only answer for myself as to any benefit to accrue to any one, and can say that I was not to receive any benefit from the assigned property, and I do not know what Sell and Keys may have agreed between themselves; but I was not a party to the agreement, if there was any. There was some property not included in the assignment. Mr. Sell owned a house and lot, which was bought by him and paid for mostly with goods from the store of Johnson & Sell.

Interrogatory seventh. If you say that the defendant Ambrose J. Sell and yourself were engaged in business as partners, at Springfield, Illinois,
113 under the name and style of Johnson & Sell, and that in the month of December, A. D. 1859, you made an assignment of property to the defendant Isaac Keys, and that defendant Ambrose J. Sell had some property which is not included in said assignment, then please state what is the nature, kind, and value of the property of said Sell not included in the assignment; where the same is situated; when did said Sell purchase the same; what consideration did he pay for it; of whom did he purchase it; where did he get the means or money to purchase it; is all paid for; and if not, what amount is still due thereon; did said Sell ever tell you how and why he purchased it, and his reasons for purchasing it, fully and at large.

To the seventh interrogatory he saith: The kind of property retained by said Ambrose J. Sell was a house and lot in Springfield, aside from his homestead. Ambrose J. Sell purchased the lot more than a year prior to the assignment, and built a house thereon, paying for the same almost wholly with goods from the store of Johnson & Sell. I asked Sell how he was going to manage it about that piece of property to prevent our creditors seizing it, and he answered that he had it fixed so that they could not trouble it. This was prior to the assignment, and after our failure.

114 Interrogatory eighth. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

To the eighth interrogatory he saith: I have paid over six hundred dollars to the creditors of Johnson & Sell, from my own earnings, since the assignment. The letter hereto annexed, marked "Schedule C," is in the handwriting of Ambrose J. Sell, and was written to me by him about the day it bears date. The reason I have not given my testimony upon the deposition sooner is because I reside at Stockholm, three hundred miles from the residence and place of business of the commissioner mentioned herein, and have only lately become a resident of New York city.

JONAS G. JOHNSON.

[SEAL.] Subscribed and sworn to before me this 18th day of December, A. D. 1862.

ROBERT J. TRUSCOTT, *Commissioner.*

115 I, Robert J. Truscott, of the city, county, and State of New York, a commissioner duly appointed to take the deposition of the said Jonas G. Johnson, a witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said Jonas G. Johnson as a witness in the suit between the said John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe, plaintiffs, and the said Jonas G. Johnson, Ambrose J. Sell, Isaac Keys, and Franklin Priest, defendants, he was duly sworn by me, as such commissioner, to testify the truth in relation to the matter in controversy between the said John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe, plaintiffs, and Jonas G. Johnson, Ambrose J. Sell, Isaac Keys, and Franklin Priest, defendants, so far as he shall be interrogated concerning the same; that the said deposition was taken at my office, No. 200 Broadway, New York city, in the county and State of New York, on the 18th day of December, A. D. one thousand eight hundred and sixty-two; and that after said deposition was taken by me as aforesaid, the interrogatories and answers thereto, as written down, were read over to the said witness, and that thereupon the same was signed and sworn to by the said deponent, be-
116 fore me, the oath being administered by Robert J. Truscott, as such commissioner, at the place and on the day and year last aforesaid. And the reason of the delay in not taking the deposition sooner was the difficulty in getting the attendance of the said Johnson.

[SEAL.] ROBERT J. TRUSCOTT, *Commissioner.*

Schedule "A," referred to in the foregoing deposition.

An agreement entered into this day between Johnson & Sell, of Springfield, and Franklin Priest, of Decatur, to wit:

The said Johnson & Sell agrees to sell to the said Priest their entire stock of goods in their store at Springfield, together with the furniture of said store, at New York prices; and the said Priest agrees to pay V. Hickox one thousand dollars, which said Johnson & Sell owe said Hickox; and the balance of said goods Johnson & Sell agrees to take in real estate at such prices as shall be agreed upon and be satisfactory to both parties.

The following is a list of said real estate from which the said Johnson & Sell are to select the amount necessary to meet the demand after paying Hickox:

117

80 acres of land in Iroquois co.,	$20 take	$1,600
80 " " " " Macon "	$10	800
40 " " " " " "	$10 take	400
40 " " "near the poor-house,	$25 take	1,000
One lot in Priest's add		1,500
One " known as the meat shop lot		2,500
20 " near the Sangamon river sand bank		1,000
40 " " Illiopolis, take	$15	600
160 " " Moroa, or Klines. If it can be purch'd, take		2,400
		$11,800

JOHNSON & SELL.
F. PRIEST.

Decatur, *Nov. 10th*, 1859.

Schedule "B," referred to in the foregoing deposition.

This indenture, made and entered into this thirteenth day of December, A. D. 1859, between Jonas G. Johnson and Ambrose J. Sell, late merchants and partners, trading under the name and firm of Johnson & Sell, of the city of Springfield, county of Sangamon, State of Illinois, of the first part, and Isaac Keys, of the same place, of the second part, witnesseth: That the said parties of the first part, for and in consideratien of one dollar to them in hand paid, and for the further causes and considerations hereinafter mentioned, have given, granted, bargained and sold, and by these presents do give, grant, bargain and
118 sell, unto the said party of the second part, and to his successors, and to the heirs and assigns of said successors aforesaid, the following real estate, to wit:

The west half of lots one and two (1 and 2) of the northwest quarter of section No. one, (1,) township No. twenty-seven (27) north, range No. eleven west, containing eighty and $\frac{61}{100}$ acres, more or less, in the county of Iroquois, Illinois.

The northwest quarter of the northeast quarter of section No. thirty (30,) township No. seventeen (17) west, range one (1) west, of the third principal meridian, containing forty acres, more or less, in the county of Sangamon, Illinois.

The southwest quarter of the northwest quarter of section No. twenty-two, (22,) in township No. sixteen (16) north, range two (2) east, of the third principal meridian.

The west half of the northeast quarter of section No. twenty-five, (25,) and the northeast quarter of the northeast quarter of section No. twenty-six, (26,) all in the township and range aforesaid, in Macon county, Illinois.

Lot No. four, (4,) in block No. two, (2,) of Franklin Priest's resurvey, of lots five (5) and six, (6,) and seven (7,) in block No. two (2,) of the town of Decatur, Macon county, Illinois.

About twenty lots in the town of Girard, Macoupin county, Illinois, the
119 deed for which Thomas Lewis is to execute to the said Isaac Keys.

Lots No. one (1) and two (2,) in block No. four (4,) in E. Iles's addition to the town (now city) of Springfield, which two lots are incumbered by mortgage or deed of trust to W. W. Watson for about twenty-five hundred dollars.

The south lines of the northwest fractional quarter, and the northeast quarter of the southwest quarter of section No. two, (2,) in township No. eighteen (18) north, of range No. nine (9) west, of the third principal meridian, containing $118\frac{57}{100}$ acres, in the county of Cass, and incumbered by mortgage made by James M. Nye and wife.

The east half of the northwest quarter of section No. three (3,) township (14) north, range two (2) west, of the 3d principal meridian, containing eighty $\frac{22}{100}$ acres, in Christian county, Illinois, incumbered by mortgage or deed of trust to W. W. Watson for about twelve hundred dollars; one steam saw-mill, engine, and all the fixture pertaining thereto.

And we do furthermore bargain, sell, transfer, and assign to the said party of the second part all the debts due to us, whether by note, bond, book account, or otherwise, of every kind, nature or description, whether due to us as a firm, or either of us as individual; and the right to keep, retain, and use all
120 the books of account of our said firm, for the purpose of collecting said debts.

To have and to hold the said real estate, and all said debts due to us, to the said party of the second part, and to his heirs and assigns forever. In trust, nevertheless, and on the following condition, to wit: that the said party of the second part shall proceed with all reasonable despatch to sell and convey said real estate, either at public auction or at private sale, as to him may seem most advisable, and shall proceed to collect all the debts and claims due to us, the parties of the first part, or either of us, and hereby assigned and transferred to him; and out of the proceeds shall pay, first, the reasonable expenses of executing this trust.

Secondly. He shall pay the following debts, to wit:

To Springfield Marine and Fire Insurance Company, signed by Johnson & Sell, Wm. Wardall, Mason Brayman and Isaac Keys.... $1 000 00
To Gideon Brainard, signed by Johnson & Sell and W. W. Watson..... 700 00
To A. G. Herndon, signed by Johnson & Sell, Isaac Keys and Allen Miller..... 500 00
To John Leister, signed by Johnson & Sell, W. W. Watson and others..... 500 00
To P. L. Morgan, signed by Johnson & Sell R. Coon & Brother, and others..... 500 00
121 To Mrs. Jane Pierce, signed by Johnson & Sell and Isaac Keys..... 10 00
To Cyrus Buckman, signed by R. Coon and Brother, about..... 157 50
To R. Coon & Brother, note, about..... 257 30
" H. Cooley, " " 60 43
" Mrs. Walker, " " 43 40
" Isaac Keys, " " 338 37
" James Keys, " " 360 90
" A. G. Herndon, " " 100 00
" L. B. Adams, " " 60 00

together with all interest due, or to become due, on said debts; and he shall also pay all notes and debts for which the said Isaac Keys, James Keys or Allen Miller are bound as our security, either as signers of bonds, notes, endorsers or acceptors of bills or notes, and shall also indemnify said Isaac Keys, James Keys and Allen Miller from all loss or damage on account of their or either of their endorsement, made at our request, to any person or persons, firm or corporation, or any notes, bonds, bills or acceptances, of every description, for us as a firm, or individually.

After all the debts hereinbefore mentioned and described are paid in full, said party of the second part shall out of the proceeds pay—

Thirdly, the following debts, to wit:

122 To John Moore, note..... $100 00
To Solomon Allen, note, about..... 370 00

To	M. O. Reeves, money borrowed	$75 00
"	C. G. French, note	35 00
"	Alfred Van Deren, note, balance	334 27
"	Noah W. Matheny, about	15 00
"	Milton Hay	25 00
"	R. F. Ruth	10 00

together with all interest due and to become due on said debts; and after the payment of all which debt he shall pay out of the remaining proceeds—

Fourthly, the following debts, to wit:

To	T. J. Carter, endorsed by R. Coon & Bro	$500 00
"	L. C. Boynton, note, about	462 00
"	Gideon Tripp, "	175 00
"	Russell Watts, "	175 00
"	Johnson & McCague, "	70 22
"	Lewis Johnson, "	110 00
"	Oramel Clark, "	268 31
"	Reuben Coon & Bro., "	99 31
"	J. F. Amos, "	100 00
"	C. Gardner, "	150 00
"	John Williams, "	65 55
"	J. Thayer & Co., "	50 00
"	A. M. Gregory, "	60 00
"	J. A. Mason, "	175 00
"	Alfred Van Daren "	375 00
	To Archibald Van Daren, about	800 00
123	To John Martin, "	500 00
	To John Turner, "	20 00

ogether with all interest due and to become due on said debts. After the payment of the debts hereinbefore mentioned and described are paid, the said party of the second part shall out of the proceeds remaining—

Fifthly, pay the following debts, to wit:

To	Johnson, Byrne & Johnson, of N. Y., about	$318, 40
"	" " " " " "	395, 73
"	" " " " " "	265, 90
To	Von Phul, Waters, & Co., of St. Louis	377, 00

together with all interest due and to become due on said debts.

And lastly, after all the foregoing debts are fully paid, then he is, as far as the remaining proceeds may be sufficient, to pay all debts due from the parties of the first which may be presented to the party of the second part for payment, which are as follows, to wit:

To	Phelps, Bliss & Co., about	$500 00
"	" " " " "	1, 929 52
"	" " " " "	935 38
"	Bowen Holmes & Co., "	547 38
"	" " " "	210 18
"	E. Lambert & Co., "	215 00
"	Wm. Lee & Co., "	384 29
To	Reid & Bro., "	170 81
124	To Reid & Bro. "	129 40
To	Claflin, Miller & Co. "	559 44
"	Bruff Bro. & Sarine, "	107 72
"	" " " "	174 32
"	Benedict, Hall & Co., "	821 80
"	A. Young & Hoglin, "	454 12

To A. Young & Hoglin, about			$342 37
" " " " "			237 25
" Samuel Cochran & Co.,	"		280 32
" " " " "			282 62
" Dana, Farrer & Hyde,	"		541 92
" " " " "			292 10
" Norcross, Miller & Co.,	"		226 08
" " " " "			80 19
" Sweetzer, Gookin & Co.,	"		525 00
" Jewett, Fibbletts & Co.,	"		739 18
" " " " "			630 65
" Cushing, Pere & Co.,	"		621 79
" Dalton, Forbes & Co.,	"		111 56
" " " " "			463 04
" Plimpton, Stephen & Co.,	"		131 55
" Hoffman & Brothers,	"		66 00
" Wormer, Cheever & Co.,	"		92 12
" Goodrich, Willard & Co.,	"		228 00
" E. J. Gay & Co.,	"		209 00
" S. C. Davis,	"		219 42
" C. R. Stendie & Co.,	"		364 42
" J. P. Thompson,	"		28 20
125 To E. Tuttle,	"		29 00
" David Prince,	"		14 50
To John Wolgamot,	"		1,300 00

together with all other debts due by said firm, not herein named, to be included in this last class. The said debts to be paid in classes they are here set forth out of the proceed—the first class being first paid, and so on; and if not sufficient to pay in full, and in that event, then a pro rata distribution to be made with the class that it does not pay in full.

In testimony all of which, the parties of the first part have hereunto set their hands and seals the day and year first above written.

J. G. JOHNSON. [SEAL.]
A. J. SELL. [SEAL.]

And the said Ambrose J. Sell, for and in consideration of the sum of one dollar to him in hand paid, and for the further causes and consideration hereinafter mentioned, has given, granted, bargained and sold, and by these presents does give, grant, bargain and sell, unto Isaac Keys, and to his successors, and to the heirs and assigns of his successors, the following real estate, to wit: The north-
west quarter of section twenty-one (21), township (14) north, range one
126 (1) west, of the third principal meridian, containing one hundred and sixty acres, in Christian county, Illinois, which is incumbered by mortgage to Emily Van Meter for two hundred dollars.

To have and to hold the said tract of land to the said Isaac Keys, and to his heirs and assigns forever. In trust, nevertheless, and on the following conditions, to wit: that the said Isaac Keys shall proceed with all reasonable despatch to sell or convey said tract of land, either at public auction or at private sale, as to him may seem most advisable, and out of the proceeds thereof, after paying the incumbrance thereon, shall pay first a debt on account due by Johnson & Sell to H. W. Armstrong, & Co. for $56 75. And after the payment of the above debt, and the incumbrance aforesaid, he shall apply the balance of the proceeds to the payment of the debts set forth in the foregoing assignment of Johnson & Sell, applying the same in the order that they are there set forth. In testimony whereof, I have hereunto set my hand and seal this 13th day of December, 1859.

A. J. SELL. [SEAL.]

The words "about twenty-five hundred dollars," between the 3 and 4 lines from the bottom of the 2d page, interlined; the 6th, 7th, 8th, and 9th lines from top of 3d page erased; the words "W. W. Watson," on the 4th from bottom
127 of page 4th, and the word "Johnson & Sell.. between 2d and 3d lines from bottom of page 4, interlined; the word "bonds," between the 14th and 15th lines from top of 5th page interlined; the 7th line of page 6th erased; the word "fourthly," between the 17th and 18th lines from top of page 6th, interlined; the word "being," on the 18th line from top of page 6th, erased; the 19th line from top of same page erased, except the words "to wit;" the words "being," J. C. Bulpit note, on the 20th line from top of page 6th, erased; and the words "endorsed by R. Coon & Brother," between 19th and 20th lines from top of page 6th, interlined; the 21st line from the top of same page erased, except the figure "500;" the word "proceeds," on the 5th line from top of page erased.

All of the above erasures and "interlineations were made before signing.

L. B. ADAMS.

STATE OF ILLINOIS,
Sangamon county, ss:

Before me, the undersigned, a notary public in and for the city of Springfield and State aforesaid, personally came Jonas G. Johnson and Ambrose J. Sell, to me known to be the real persons by whom and in whose names the foregoing assignments are executed, and by whom and in whose names the same
128 is proposed to be acknowledged, who then severally acknowledged that they signed and executed the said assignment for the uses and purposes therein set forth.

[SEAL.] Given under my hand and seal notarial this 13th day of December, A. D. 1859.

L. B. ADAMS, *Notary Public.*

Schedule "C," referred to in the foregoing deposition.

SPRINGFIELD, *Ill's, July* 7, 1862.

Mr. J. G. JOHNSON—

DEAR FRIEND: It is a long time since I have written to you, or have had a letter from you. I should of written to you before this, but heard from time to time that you expected to come here again; but since the *melancolly* accident to your family I heard you had postponed coming indefinitely. I was indeed sorry to learn of the death of your two sons, Edgar and Edmund. Your health, I have heard from time to time, has been good, and I hope your wife's has been the same. My health, since you left, has been very good, and so has my wife's. My father and mother-in-law (Mr. and Mrs. Hickman) has been living with us for more than a year; they have also been very well for old people.
129 The old gentleman has been elected *police justice*, also *township justice* last spring.

My more particular object in writing at this time is, you have probably heard that creditor's bill in the U. S. court of chancery has been issued against you, myself, Isaac Keys, Franklin & Priest, by Phelps, Bliss & Co., of New York. It was done before old lawyer Smith, of Chicago. We have employed Stuart & Edwards as our attorneys. The bill was filed last November. An order was issued by the court for a personal examination of us, which was had some six weeks ago; and a few days ago I heard the they were going to have you examined. I presume they will write out certain *ans.*, and send them on, and have you to *ans.* them, and then have you sworn as to their correctness. I thought I had better write to you and tell you how we proceeded.

Their bill was filed, and they allege that the stock of goods was not fairly sold to Priest, or a "*bona fide*" sale was not made of them; that the lands were not taken at a fair value, but a fictitious value was placed on them, and that we afterwards shared in the difference; and that Priest made his brags that he got a *mighty cheap* stock of goods, &c. And in my examination they wanted me to say that we made the assignment to delay them, P. B. & Co., in the collection of their debts, but I told them we made it for the benefit
130 of our creditors generally as we then thought; that is, if they, P. B. & Co., would of got a judgment and execution, our goods would of sold for little or nothing, and by gaining time they could be sold or turned to better advantage. But the principle point was, the *the* sale was a fraudulent one to Priest, as the land were taken at a fictitious value, and that they will try to prove by you. Now, I presume, Priest valued his land in proportion to the pay he got for. After he (Priest) paid about $2,000 in money he did not consider the balance of the stock worth more that 40 or 50 cts. on the dollar; and if he (Priest) was to pay marked cost price, we wanted about or would want about three prices for his land, as most of the goods were old, having passed through many stores. This they will no doubt make a point with you; they did with Priest, and I was told he pretty near hobbled himself. Had he simply said he valued his land in proportion to the pay he got, and we would of got along better. They, or their attorney, says they can break the assignment; as it bears fraud on the face it, as it authorizes the assignee to sell for cash or credit, as he thought it to the best advantage. They say it will not stand in a supreme court; our lawyers say it will, but Keys says two or three points have
131 been decided recently by the courts; that he thinks they cannot do anything. And now they are going to try and have you taken, and see if they cannot pick out something more out of *you;* so when you ans. your questions, if they send on, you had better be on your guard.

Please write me when you get time, and tell me how you are getting along. I am still in Mr. Fisher's store; we are not doing much at this time. I am still living on 5th street, in the same house I was when you left. I have not settled any of our claims, except Hoffman & Brothers' share, and which I bought for $10. Jewet, Thibets & Co. offered theirs at ten cents on the dollar, but I did not purchase it. Keys is getting along in settling up as fast he can. He is well and your friends are well. I presume you have heard that *Grover Ayers* has failed; I am told he is settling with his creditors at 25 cents on the dollar. As for the news, I do not know what to say; they are not very interesting—nothing but every-day occurrences. Give my kind regards to Mrs. Johnson.

Very truly yours, A. J. SELL.

Envelope addressed: "JONAS G. JOHNSON, Esq., Stockholm, St. Lawrence Co., New-York." Postmarked "Springfield, Ill., July 8."

132 And afterwards, to wit, on Monday, the twentieth day of April, in the April special term of said court, in the year of our Lord one thousand eight hundred and sixty-three, the following further proceedings were had in said court in said entitled cause and entered of record, to wit:

JOHN J. PHELPS, GEORGE BLISS, CHARLES G. LANDON, GEORGE A. WICKS, and SPENCER W. COE, *vs.* JONAS G. JOHNSON, AMBROSE J. SELL, ISAAC KEYS, and FRANKLIN PRIEST. } In chancery.

This cause came on this day to be heard upon the bill, the answers thereto, the replication, and the testimony, written and oral, and was argued by counsel;

and thereupon, upon consideration thereof, it was ordered, adjudged and decreed by the court that the complainants' bill be dismissed at their costs.

It is thereupon considered and adjudged by the court that the defendants have and receive of the complainants their costs by them about the defence in this behalf expended, amounting to the sum of ——— dollars and —— cents, and that they have execution therefor.

133 And thereupon the complainants pray an appeal to the Supreme Court of the United States, which is allowed on the condition that the complainants, or one of them, shall enter into bond with a sufficient surety, in the penalty of one thousand dollars, conditioned as the statute directs.

And afterwards, to wit, on the ——— day of ——— in the year last aforesaid, came the said complainants, by John J. McKinnon, esq., their solicitor, and filed in the office of the clerk of said court their appeal bond, in said entitled cause, which said appeal bond is in the words and figures following, to wit:

Know all men by these presents, that we, George Bliss, of the city, county, and State of New York, as principal, and William Yates, of the city of Springfield, county of Sangamon, and State of Illinois, as surety, are held and firmly bound unto Jonas G. Johnson, Ambrose J. Sell, Isaac Keys and Franklin Priest, in the sum of one thousand dollars, to be paid to the Jonas G. Johnson, Ambrose J. Sell, Isaac Keys and Franklin Priest, their executors or administrators; to the payment of which, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our and each of our heirs, executors and administrators, firmly by these presents.

134 Sealed with our seal, and dated this 24th day of April, A. D. 1863.

Provided, however, and this obligation is upon the express condition, that whereas the above-named George Bliss has prayed an appeal, and presented a writ of error to the Supreme Court of the United States, to reverse a decree rendered by the circuit court of the United States for the eighth circuit and southern district of said State of Illinois, in a certain cause on the chancery side of said circuit court, wherein John J. Phelps, George Bliss. Charles G. Landon, George A. Wicks and Spencer W. Coe are complainants, and said Jonas G. Johnson, Ambrose J. Sell, Isaac Keys and Franklin Priest are respondents, in favor of said respondents:

Now, therefore, the condition of this obligation is such, that if the above-named George Bliss shall prosecute his said appeal and writ of error to effect, and shall pay all costs if he shall fail to make good his said plea, then this obligation to be avoid; otherwise, to remain in full force and virtue.

GEORGE BLISS. [SEAL.]
WILLIAM YATES. [SEAL.]

Approved August 1, 1863.

S. H. TREAT, *District Judge.*

Endorsed: Filed, August 1, 1863.

P. P. ENOS, *Clerk.*

135 And afterwards, to wit, on Wednesday, the twenty-third day of September, in the September adjourned term of said court, in the year last aforesaid, the following further proceedings were had in said court in said entitled cause, and entered of record, to wit:

JOHN J. PHELPS AND OTHERS
vs.
JONAS G. JOHNSON AND OTHERS. } Chancery.

By agreement of the parties, as per stipulation on file, it is ordered by the court that the appeal prayed for and granted the complainants to the Supreme Court of the United States in the above-entitled cause act as and have the ef-

fect of a supercedeas, and that the assignee, Isaac Keys, one of the defendants therein named, be at liberty to sell and convert into money any and all property now in his hands as such assignee, and that he hold the money received as proceeds therefor, until the final decision thereof, and subject to the order or such order as said Supreme Court may make in the premises. And it is further agreed that the evidence of L. B. Adams, as given upon the hearing, may be inserted in the record.

136 UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

I, Pascal P. Enos, clerk of the circuit court of the United States for said southern district of Illinois, do hereby certify the foregoing to be a full, true, and complete transcript of the record and proceedings had in said court in a certain cause in chancery wherein John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe are complainants, and Jonas G. Johnson, Ambrose J. Sell, Isaac Keys, and Franklin Priest are defendants, as the same are now on file and of record in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at Springfield, this sixteenth day of October, in the year of our Lord one thousand eight hundred and sixty-three, and of the independence of the United States the eighty-eighth. [SEAL]

P. P. ENOS, *Clerk.*

137 Supreme Court of the United States of America.—Of the December term, A. D. 1863.

JOHN G. PHELPS, GEORGE BLISS, CHARLES G. LANDON, GEORGE A. WICKS, SPENCER W. COE, appellants,
vs.
JONAS G. JOHNSON, AMBROSE J. SELL, ISAAC KEYES, and FRANKLIN PRIEST. } In chancery.

Appeal from the circuit court of the United States for the southern district of Illinois.

Assignment of errors.

And afterwards, to wit, on the first Monday of December, in the same term, before the justices of the Supreme Court of the United States of America, come the said John J. Phelps, George Bliss, Charles G. Landon, George A. Wicks, and Spencer W. Coe, by E. S. Smith, their solicitor, and say that in the record and proceedings aforesaid, and also in giving the decree aforesaid, there is manifestly error in this, to wit:

1st. The court erred in refusing a decree in favor of the appellants,
138 setting aside the sale and transfer of the goods and merchandise from Johnson & Sell to Franklin Priest, and refusing to decree a sale of the remaining property by a receiver, and payment by Priest of the proceeds of such property so transferred to him as had been sold after such transfer.

2d. The court erred in refusing a decree in favor of the appellants, setting aside the assignment and transfer of property by Johnson & Sell to Isaac Keyes, and refusing to decree a sale of all such property and effects remaining at the filing of the bill in the hands of defendant Keyes, by a receiver, and the payment of all the money in said Keyes's hands to satisfy the judgment, interest, and costs.

3d. The court erred in its decree dismissing the appellants' bill with costs to the appellees.

E. S. SMITH, *Solicitor for Appellants.*

Filed 3d November, 1863.